



GALVESTON COUNTY, TEXAS

COMMISSIONERS COURT 722 Moody, County Courthouse, Galveston, TX 77550 (409) 766-2244

Mark Henry Ryan Dennard Kevin O'Brien Stephen Holmes Ken Clark
County Judge Commissioner, Precinct 1 Commissioner, Precinct 2 Commissioner, Precinct 3 Commissioner, Precinct 4

AGENDA September 3, 2013 – 1:30 PM

CONSENT AGENDA: ALL ITEMS MARKED WITH A SINGLE ASTERISK (*) ARE PART OF THE CONSENT AGENDA AND REQUIRE NO DELIBERATION BY THE COMMISSIONERS COURT. ANY COMMISSIONERS COURT MEMBER MAY REMOVE AN ITEM FROM THIS AGENDA TO BE CONSIDERED SEPARATELY.

In accordance with the provisions of the Americans with Disabilities Act (ADA), persons in need of a special accommodation to participate in this proceeding shall, within three (3) days prior to any proceeding contact the County Judge's office at 722 Moody, Galveston, Texas 77550 (409) 766-2244.

REGULARLY SCHEDULED MEETING

Call to Order

Invocation and Pledge of Allegiance

Consent Agenda

- *1. Submitted by Auditor's office:
 - a. Approval of Accounts Payable Checks dated 8/27/13 and 9/3/13.
 - b. Order for Payroll period ending 8/28/13 Bi-Weekly #18.
 - c. Order for Supplemental Payroll period ending 8/28/13 Bi-Weekly #18.
 - d. Internal Audit report of the Commissary and Inmate Property Account for period 1/1/12 - 2/28/13 including response letter for Honorable Sheriff Henry Trochesset.
 - e. Order for payments of the monthly Health Insurance Claims made by Boon Chapman for month ending 7/31/13.
 - f. Order for payments of the monthly Workers' Compensation Claims made by The Littleton Group for the month ending 7/31/13.
- *2. Receive and file *Summary of Bi-Weekly Personnel Movements pay period #17, August 1-14, 2013* submitted by Human Resources.

- *3. Receive and file *Notice pursuant to H.B. 3059, Section 366.005 of Texas-New Mexico Power Company providing utility service to Galveston County* submitted by the County Judge.
- *4. Receive and file *authorizing Galveston County Social Services to receive funds from the Reliant CARE Program for 2013* submitted by Community Services Director.
- *5. Consideration of *Resolution honoring Don Glywasky upon his retirement for his years of service to the County* submitted by the County Legal Department.
- *6. Receive and file *Order Lifting Outdoor Burn Ban in All Unincorporated Areas of Galveston County, Texas, issued by the County Judge on August 26, 2013* submitted by County Legal.
- *7. Consideration for authorization for the Grants Manager to withdraw various FEMA PW's in an effort to close out Hurricane Ike and FEMA projects submitted by the Grants Manager:
 - a. Galveston County Museum, 2219 Market
 - b. 4 Stop Elevator in North Jail
- *8. Receive and file *FY2014 Purchasing Agent Budget* submitted by the Purchasing Agent.
- *9. Consideration to *utilize a Cooperative to purchase Microsoft Office license for the Information Technology Department* submitted by the Purchasing Agent.
- *10. Consideration of *acceptance of right of way deed on Parcel 141, required for the FM 646 Project* submitted by Right of Way.
- *11. Receive and File *Galveston County Elected Official Salary Grievance Committee Hearing findings* submitted by County Judge.
- *12. Receive and File *Galveston County Community Supervision and Corrections Department State Budget for FY 2014 -2015 pursuant to Government Code 140.004* submitted by the Director of Community Supervision and Corrections Department.
- *13. Consideration of *approval for renewal of electronic timesheet software solution by GHG* submitted by Information Technology.
- *14. Consideration of *approval of renewal of Maintenance Contract for Security system and badges for the Justice Administration Building by Schneider Electric* submitted by Information Technology.
- *15. Consideration for *approval of Statement of Work for Agenda Item approval request*

automation in OnBase System by Edocument Resources submitted by Information Technology.

- *16. Consideration of *approval for Essential Messaging updated agreement for answering services* submitted by Information Technology.
- *17. Consideration for *approval of Professional Services for P-Card and AP Interface work, SQL based by KOA HILLS* submitted by Information Technology.
- *18. Receive and file *Certificate of Completion of 10 Hours of Educational Training for Commissioner Ryan Dennard*, submitted by County Clerk.
- *19. Consideration of *Requests for Tax Refunds in Excess of \$2,500.00* Requested by the Tax Assessor/Collector:

| a. | Account Number | Amount | Reason |
|----|--------------------|--------------|-------------------|
| | 1641-0000-0136-000 | \$ 2,834.58 | Over Payment |
| | 2366-0000-0002-000 | \$ 3,199.63 | Over Payment |
| | 3829-0000-0007-000 | \$ 12,759.22 | Over Payment |
| | 4015-0023-0007-000 | \$ 2,535.32 | Over Payment |
| | 5047-0000-0000-001 | \$ 4,857.98 | Over Payment |
| | 6383-0000-1773-000 | \$ 7,387.84 | Over Payment |
| | 4218-0000-0009-000 | \$ 5,023.56 | Duplicate Payment |
| | 7135-0000-0053-000 | \$11,358.46 | Over Payment |
| | 7140-0000-0051-000 | \$ 3,982.96 | Over Payment |
| | 7385-0000-0015-013 | \$ 2,992.07 | Over Payment |

- *20. Consideration of *granting authority to County Judge to sign Trustee's Deeds on the following tax foreclosed properties* submitted by the County Judge:
 - a. **CAD#: 5090-0000-0035-000**
 - b. **CAD#: 7056-0000-0224-002**
 - c. **CAD#: 3353-0000-0004-000**
 - d. **CAD#: 6240-0054-0012-000**
 - e. **CAD#: 5265-0000-0019-000**
- *21. Consideration by the Court to approve conducting the November 2013 Constitutional Amendment election as a Countywide Vote Center Election.
- *22. Consideration by the Court to approve the lists provided by the Republican and Democrat Party Chairs of possible Judges and Alternate Judges for the November 2013

Constitutional Amendment Election.

Action Agenda

23. **Commissioner, Precinct 1**

- a. Consideration of findings and order regarding structure and budgets of the Galveston County Justice of the Peace courts.
- b. Consideration of recommendations of Galveston County Elected Official Salary Grievance Committee concerning proposed FY 2014 salaries of:
 1. Judge Nelson (Precinct 4)
 2. Constable Fullen (Precinct 4)

24. **County Engineer**

- a. Consideration of receiving the FEMA Engineering Certification Report for the Texas City Hurricane Levee Flood Protection System from Huitt-Zollars and authorizing the county Judge to transmit the report to FEMA along with a county commitment to provide funding and proceed with construction to correct any deficiencies.

25. **County Legal**

- a. **Break into Executive Session:**
- b. **Executive Session:** Texas Government Code § 551.071, Consultation with Attorney about pending litigation: Cause No. 12-CV-1159, James P. Gist v. Galveston County, et al., in the 405th Judicial District Court.
- c. **Reconvene Into Regularly Scheduled Meeting.**

26. **Professional Services**

- a. Consideration of Budget Amendment:
 1. 13-078-0903-A
Information Technology-Request to fund additional professional services contract in order to implement an agenda workflow in the Onbase System.

27. **Purchasing**

- a. Consideration for authorization of the following RFP:

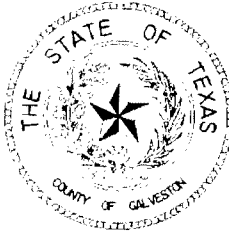
1. RFP #B131034 Desktop Computers and Laptops

Adjourn

Appearances before Commissioners Court

A speaker whose subject matter as submitted relates to an identifiable item of business on this agenda will be requested by the County Judge or other presiding court members to come to the podium where they will be limited to three minutes (3). A speaker whose subject matter as submitted does not relate to an identifiable item of business on this agenda will be limited to three minutes (3) and will be allowed to speak before the meeting is adjourned. Please arrive prior to the meeting and sign in with the County Clerk.

AGENDA ITEM #1.d.



THE COUNTY OF GALVESTON

COUNTY AUDITOR'S OFFICE

P.O. Box 1418

GALVESTON, TEXAS 77553

County Auditor
Randall Rice CPA

CITP CISA CIO CBM DABFA CGMA

Ron Chapa CPA
First Assistant, Director of Auditing

Jeff Modzelewski CPA
First Assistant, Director of Accounting

Latoya Jordan
First Assistant, I.T. Systems


September 3, 2013

Honorable Judge Mark A. Henry and
Members of the Commissioners' Court

Honorable Judge and Members of the Court:

Attached for your consideration is the internal audit report of the Commissary and Inmate Property account. The audit covered the period January 1, 2012 through February 28, 2013. Also attached is the response letter from Honorable Sheriff Henry Trocheset, dated August 19, 2013.

Sincerely,


Randall Rice CPA
County Auditor

cc: Honorable Sheriff Henry Trocheset

Attachment: Commissary and Inmate Property Audit Report
Response Letter, Sheriff Henry Trocheset



Sheriff's Office Commissary

May 1, 2013

Galveston County
Internal Audit
Division

Randall Rice CPA
CITP CISA CIO CBM DABFA CGMA
County Auditor

| | |
|-------------------------|-----|
| Executive Summary | 1 |
| Introduction | 2 |
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Executive Summary

Reliability and Integrity of Information (page 3)

- Commissary sales were properly authorized, supported, valued, and recorded.
- Disbursements were properly authorized, supported, and recorded.

Safeguarding of Assets (page 4)

- Bank reconciliations are accurate, complete, and timely.

Compliance with Statutes, Policies, and Procedures (page 5)

- The Sheriff's Office Commissary operation is in compliance with Texas Administrative Code §291.3 and Local Government Code § 351.0415.

Introduction

The Internal Audit Division conducted an internal audit of the Sheriff's Office Commissary Account as required by Local Government Code (LGC) §351.0415 and Government Code (GC) § 511.016. The internal audit covered the period from January 1, 2012 through February 28, 2013. The audit was performed from December 6, 2012 through May 1, 2013. The delay in issuing this audit report is due to other assignments performed during this audit.

The primary objectives of the internal audit are to provide reasonable assurance concerning:

- The reliability and integrity of the information.
- The safeguarding of assets.
- Compliance with laws, regulations, contracts, policies, plans, and procedures.

The scope of the internal audit encompassed the financial records and administrative procedures related to the Sheriff's Office Commissary. The internal audit included, but was not limited to, the books, accounts, reports, dockets, and records of the Sheriff's Office Commissary and ABL Management, Inc.

The internal audit included examining transactions on a test basis, and required exercising judgment in the selection of such tests. As the internal audit was not a detailed examination of all transactions, there is a risk that errors or fraud were not detected during the internal audit. The official therefore retains the responsibility for the accuracy and completeness of the financial information.

Because of certain statutory duties required of the County Auditor, we are not independent with regard to the Galveston County Sheriff's Office as defined by the AICPA professional standards. However, our internal audit was performed with objectivity and due professional care. A copy of this report will be submitted to the Texas Commission on Jail Standards pursuant to Texas Administrative Code (TAC), Title 37, Part 9, Rule § 291.3 (4).

Lori McWhirter, Internal Auditor III, performed the audit.

Reliability and Integrity of Information

Reliable information is accurate, timely, complete, and useful. In order to achieve this, controls over record keeping and reporting must be adequate and effective.

One of the most important controls is to have proper separation of duties. No one person should authorize a transaction, record the transaction, and have custody of the assets. The office has instituted procedures to separate the custody of the assets from the recording and authorization functions. The office has an effective separation of duties.

Inmates make Commissary orders by filling in and signing a bubble sheet. This authorizes the Commissary vendor, ABL Management, Inc., to fill the order and deduct the cost from the inmate's trust account. The bubble sheet is scanned into ABL's computer system generating a pull ticket. The cost is deducted from the inmate's trust account, managed in the Sheriff's Jail Management System (JMS) through a direct batch interface.

Commissary Sales

ABL presents invoices to the Jail Inmate Accountant in the Sheriff's Office for payment. The Inmate Accountant reviews the invoices and other reports, writes a check from the Inmate Trust Account to the Commissary Account for the gross sales, and pays ABL. The Sheriff's Office retains a contractually agreed percentage of the net sales.

The sales were properly authorized, supported, valued, and recorded.

Commissary Disbursements

The disbursements from the proceeds of the Commissary sales require management approval and two signatures on the checks. The invoices are stamped when paid. Invoices should be matched to receiving reports before they are paid. Receiving reports that are accurate help ensure that goods paid for were received.

All invoices reviewed were stamped paid and had support documentation available.

Safeguarding of Assets

Assets must be safeguarded from various types of losses such as those resulting from theft, fire, improper or illegal activities, and exposure to elements.

Fixed Assets

The Commissary Account occasionally purchases non-consumable, fixed assets. The Inmate Accountant maintains a schedule of these assets.

All purchases made by the Commissary Account are in compliance with LGC § 351.0415.

Cash Management

Commissary operations do not involve any currency transactions. The sales are recorded and charged through a direct computer interface. Funds are transferred from the Inmate Trust Account to the Commissary Account by check at the end of each month. Bank reconciliations, properly prepared and adequately supported, are the best methods of cash management available to an official.

The Inmate Accountant performs and documents bank reconciliations on the Commissary Account on a monthly basis.

Compliance with Statutes, Policies, and Procedures

The primary statute governing the Commissary Operations by a Sheriff or Private Vendor, LGC § 351.0415, vests exclusive control of the Commissary funds with the Sheriff. The County Auditor is to audit the Commissary Account yearly and submit a copy of the report to the Texas Commission on Jail Standards. Two basic requirements in this statute exist with regard to these operations:

- The proceeds from the sales are used for the benefit of the inmates. The statute lists five general areas in which proceeds may be used that are considered for the benefit of the inmates.
- The Sheriff may contract with a private vendor (renewable every five years) to run the Commissary.

Proceeds from the Commissary sales are used for the benefit of the inmates. The Sheriff's Office has a contractual agreement with ABL Management, Inc. through September 30, 2013.

In addition, Texas Administrative Code §291.3 states each facility shall have and implement a written plan, approved by the commission, governing the availability and use of an inmate commissary, which allows for the purchase of hygiene items and sundries.

The Sheriff's Office gives each inmate a handbook at booking explaining jail rules. Commissary purchases are described in this handbook. Detailed directions on how and when commissary purchases can be made are posted in the inmates' pods.



Sheriff's Office Inmate Property

May 2, 2013

Galveston County
Internal Audit
Division

Randall Rice CPA
CITP CISA CIO CBM DABFA CGMA
County Auditor

Executive Summary 1
Introduction 2
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Executive Summary

Reliability and Integrity of Information (page 3)

- Controls over the record keeping and recording are adequate and effective. The information is reliable.

Safeguarding of Assets (page 4)

- The Sheriff's Office is using a 4-column proof of cash but is not reconciling the Jail Management System (JMS) with the bank; therefore, they could not determine if they had sufficient funds to meet their liability to the inmates. As a result, the internal auditor performed a proof of cash which determined the Sheriff's Office can meet its liability to the inmates.

Compliance with Statutes, Policies, and Procedures (page 5)

- Nothing came to our attention concerning non-compliance of statutes, policies, or procedures.

Introduction

The Internal Audit Division conducted an internal audit of the Sheriff's Office Inmate Property Account as required by Local Government Code (LGC) §351.0415 and Government Code (GC) §511.016. The internal audit covered the period from January 1, 2012 through February 28, 2013. The audit was performed from December 6, 2012 through May 2, 2013. The delay in issuing this audit report is due to other assignments performed during this audit.

The primary objectives of the internal audit are to provide reasonable assurance concerning:

- The reliability and integrity of the information.
- The safeguarding of assets.
- Compliance with laws, regulations, contracts, policies, plans, and procedures.

The scope of the internal audit encompassed the financial records and administrative procedures related to the Sheriff's Office Inmate Property Account. The internal audit included, but was not limited to, the books, accounts, reports, dockets, and records of the Sheriff's Office Inmate Property Account.

The internal audit included examining transactions on a test basis, and required exercising judgment in the selection of such tests. As the internal audit was not a detailed examination of all transactions, there is a risk that errors or fraud were not detected during the internal audit. The official therefore retains the responsibility for the accuracy and completeness of the financial information.

Because of certain statutory duties required of the County Auditor, we are not independent with regard to the Galveston County Sheriff's Office as defined by the AICPA professional standards. However, our internal audit was performed with objectivity and due professional care. A copy of this report will be submitted to the Texas Commission on Jail Standards pursuant to Texas Administrative Code (TAC), Title 37, Part 9, Rule § 291.3 (4).

Lori McWhirter, Internal Auditor III, performed the audit.

Reliability and Integrity of Information

Reliable information is accurate, timely, complete, and useful. In order to achieve this, controls over record keeping and reporting must be adequate and effective.

One of the most important controls is to have proper separation of duties. No one person should authorize a transaction, record the transaction, and have custody of the assets. An inmate trust account is established when an inmate is booked into the County jail and he or she has any cash or a check from another agency. The deputies in booking use a sophisticated coin and currency counter to count the inmate's money. The inmate signs a receipt acknowledging the amount is correct. At the end of the shift, all collections are placed into a safe. The Inmate Property Accountant picks up the money each weekday and prepares the collections for depositing.

An inmate's family or friends can send money orders to the jail to add to the inmate's account. Only money orders are accepted for these payments. Inmates can use the monies in their accounts to make purchases from the Commissary. The Commissary vendor receipts the mail-in payments into the Jail Management System (JMS).

The money orders are deposited electronically to the bank by the Inmate Property Accountant. The Inmate Property Accountant also handles all questions and complaints concerning inmates' accounts. This provides a level of assurance the money orders mailed in are properly recorded and processed in a timely manner. Commissary purchases are deducted from an inmate's account via a direct computer interface between the Commissary vendor's system and JMS. At the end of each month, a check is written to the Commissary Account to pay for all purchases.

Controls over the record keeping and recording are adequate and effective. The information is reliable.

Safeguarding of Assets

Assets must be safeguarded from various types of losses such as those resulting from theft, fire, improper or illegal activities, and exposure to elements.

Physical Security

Physical security encompasses any method to physically secure the collections from loss. Monies seized from an individual during booking are secured in a safe until picked up by the Inmate Property Accountant for deposit.

Minimizing Exposure to Loss

Daily depositing is one of the best methods of minimizing exposure of monies to loss. Monies mailed to the Sheriff's Office for an inmate must be in the form of a money order and are electronically scanned to the bank on a daily basis. Monies received during booking are deposited at the end of each week.

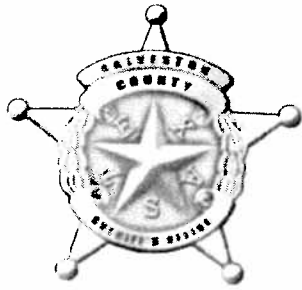
Management of Collections

A bank reconciliation, properly prepared and adequately supported, is one of the best methods of cash management available to an official. Currently the Sheriff's Office is performing monthly bank reconciliations but is not reconciling the Jail Management System (JMS) with the bank. The software capabilities of JMS do not allow the user to obtain an account balance for a previous date, preventing them from performing a typical 4-column proof of cash. As an alternative, the internal auditor ran a JMS inmate account balance report on February 28, 2013. The report balance was compared to the Inmate Property bank account balance. It was determined that Sheriff Poor's Inmate Property account can meet its liability to the inmates.

Compliance with Statutes, Policies, and Procedures

As part of the audit, the auditor evaluated the adequacy and effectiveness of the internal controls regarding the compliance with laws, regulations, contracts, policies, and procedures.

Nothing came to our attention concerning non-compliance with any statutes, policies, or procedures.



HENRY TROCHESSET
Sheriff
Galveston County

August 19, 2013

TO: Mr. Randall Rice, CPA
County Auditor

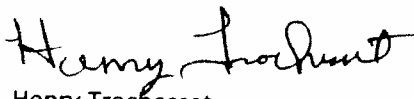
RE: FY 2013 Commissary and Inmate Property Audit Reports

Mr. Rice:

I have received and reviewed the FY 2013 Internal Audit Reports for our Commissary and Inmate Property accounts. I am quite pleased that you found the accounts in order.

I am appreciative of your staff's time dedicated to auditing these accounts, assuring us our processes are sound and our responsibilities for managing these funds are appropriately met.

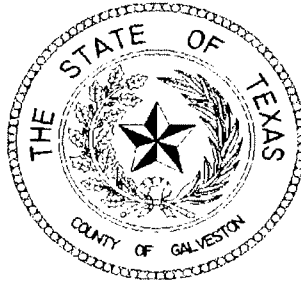
As always, should you need additional information or wish to discuss these audits further, you may contact me at x2301.


Henry Trochesset
Sheriff

XC: Susan Hernandez, Inmate Accountant (file)

To Protect and Serve

AGENDA ITEM #1.e.



ORDER

On this _____ day of _____, 20____, the Commissioners' Court of Galveston County, Texas convened in a regular meeting with the following members thereof present:

Mark Henry, County Judge
Ryan Dennard, Commissioner, Precinct No. 1
Kevin O'Brien, Commissioner, Precinct No. 2
Stephen Holmes, Commissioner, Precinct No. 3
Ken Clark, Commissioner, Precinct No. 4 and
Dwight D. Sullivan, County Clerk

when the following proceedings, among others were had to-wit:

Upon recommendation being received by the County Auditor, it is ordered that the County Clerk enter this Order in the minutes of the Commissioners' Court approving the payments of the monthly **Health Insurance Claims** of GALVESTON COUNTY, GALVESTON COUNTY HEALTH DISTRICT, AND GALVESTON COUNTY ROAD DISTRICT NO.1 made by Boon Chapman for the month ending **JULY 31, 2013** the gross amount of such payment being **\$1,041,431.88.**

UPON MOTION OF THE COUNTY COMMISSIONER _____ AND
SECONDED BY COMMISSIONER, _____ the above order was passed this
_____ DAY OF _____, 20____ with _____ votes cast in favor thereof and _____
votes cast against.

County of Galveston, Texas

Mark Henry, County Judge

ATTEST:

Dwight D. Sullivan
County Clerk

RECOMMENDED:


Randall Rice, CPA
CITP CISA CIO CBM DABFA CGMA
County Auditor

AUDITOR'S OFFICE - ACCOUNTING DIVISION
BOON CHAPMAN - PROSPERITY BANK 7432671
GALVESTON COUNTY HEALTH PLAN
BANK RECONCILIATION (IFAS 6123-000000-1013603)
July 31, 2013

| BALANCES PER THE BANK | | | | |
|-----------------------------------|------------------------------|-----------------|----------------------|---------------------------|
| | <i>BEGINNING BALANCE</i> | <i>DEPOSITS</i> | <i>WITHDRAWALS</i> | <i>ENDING BALANCE</i> |
| BANK | \$ 12.76 | \$ 1,041,432.00 | \$ 831,995.68 | \$ 209,449.08 |
| DEPOSITS IN TRANSIT | | | | |
| PRIOR MONTH | - | | | - |
| CURRENT MONTH | | | | - |
| OUTSTANDING CHECKS | | | | |
| PRIOR MONTH | - | | | - |
| CURRENT MONTH | | | | - |
| 209,436.20 | | | 209,436.20 | (209,436.20) |
| ADJUSTMENTS | | | | |
| | | | | - |
| | | | | - |
| | | | | - |
| | | | | - |
| ADJUSTED BALANCES PER BANK | \$ 12.76 | \$ 1,041,432.00 | \$ 1,041,431.88 | \$ 12.88 |
| BALANCES PER THE IFAS | | | | |
| | <i>BEGINNING BALANCE</i> | <i>RECEIPTS</i> | <i>DISBURSEMENTS</i> | <i>ENDING BALANCE</i> |
| IFAS ADJUSTMENTS: | \$ 12.76 | \$ 1,041,432.00 | \$ 1,041,431.88 | \$ 12.88 |
| | | | | - |
| | | | | - |
| | | | | - |
| | | | | - |
| ADJUSTED BALANCES PER BOOK | \$ 12.76 | \$ 1,041,432.00 | \$ 1,041,431.88 | \$ 12.88 |



PROSPERITY BANK®

GALVESTON COUNTY
BOON CHAPMAN HEALTH
722 MOODY AVE 4TH FL
GALVESTON TX 77550-2317

Statement Date 7/31/2013
Account No 7432671
Page 1 of 4

7130

1

Traveling with your Prosperity Debit Card?

When you travel, such as out of state or out of the country, it is important to tell us when and where you are traveling. We have a number of systems in place to help minimize debit card fraud. If we suspect fraudulent transactions on your card, we must act quickly. If we cannot contact you, we may temporarily stop access to your card to protect your account. To ensure uninterrupted use while traveling, call your local banking center and provide us with your travel information. If your card stops working while you are traveling, please call our Customer Service Center at (800) 531-1401. Representatives are available Monday through Friday from 7AM to 7PM and on Saturday from 9AM to 5PM. You may also contact our Lost/Stolen Card Hotline at (800) 684-2132 where representatives are available 24/7.

STATEMENT SUMMARY

Public Fund Contractual Ckg w Int Account No 7432671

| | | | | |
|------------|--------------------------|----|--------------------------|----------------|
| 07/01/2013 | Beginning Balance | | | \$12.76 |
| | 6 Deposits/Other Credits | | + | \$1,041,432.00 |
| | 5 Checks/Other Debits | | - | \$831,995.68 |
| 07/31/2013 | Ending Balance | 31 | Days in Statement Period | \$209,449.08 |

DEPOSITS/OTHER CREDITS

| Date | Description | Amount |
|------------|---|--------------|
| 07/03/2013 | Internet Trf Deposit IB TR FROM ACCT *1431 Fd Hlth Cks 10684-1090 | \$208,497.03 |
| 07/10/2013 | Internet Trf Deposit IB TR FROM ACCT *1431 Fd Hlth Cks 10907-1112 | \$216,657.52 |
| 07/17/2013 | Internet Trf Deposit IB TR FROM ACCT *1431 Fd Hlth Cks 11131-1131 | \$149,401.16 |
| 07/25/2013 | Internet Trf Deposit IB TR FROM ACCT *1431 Fd Hlth Chks 11316-115 | \$257,427.21 |
| 07/31/2013 | Internet Trf Deposit IB TR FROM ACCT *1431 Fd Hlth Cks 11538-1175 | \$209,436.20 |
| 07/31/2013 | Accr Earning Pymt Added to Account | \$12.88 |

OTHER DEBITS

| Date | Description | Amount |
|------------|---|--------------|
| 07/05/2013 | Wire Transfer WIRE OUT Boon Chapman | \$208,497.03 |
| 07/10/2013 | Wire Transfer WIRE OUT Boon Chapman | \$216,657.52 |
| 07/17/2013 | Internet Trf W/D IB TR TO ACCT *1431 Transfer Interest Earn | \$12.76 |
| 07/17/2013 | Wire Transfer WIRE OUT Boon Chapman | \$149,401.16 |
| 07/25/2013 | Wire Transfer WIRE OUT Boon Chapman | \$257,427.21 |

DAILY ENDING BALANCE

| Date | Balance | Date | Balance | Date | Balance |
|-------|---------|-------|--------------|-------|---------|
| 07/01 | \$12.76 | 07/03 | \$208,509.79 | 07/05 | \$12.76 |

MEMBER FDIC



NYSE Symbol "PB"

9001

102351 : 00713001



PROSPERITY BANK®

GALVESTON COUNTY

Statement Date 7/31/2013
Account No 7432671
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DAILY ENDING BALANCE

| Date | Balance | Date | Balance | Date | Balance |
|-------|---------|-------|--------------|------|---------|
| 07/10 | \$12.76 | 07/25 | \$0.00 | | |
| 07/17 | \$0.00 | 07/31 | \$209,449.08 | | |

EARNINGS SUMMARY

** Below is an itemization of the Earnings paid this period. **

| | | | |
|---------------------------|---------|--------------------------------|-------------|
| Interest Paid This Period | \$12.88 | Annual Percentage Yield Earned | 0.75 % |
| Interest Paid YTD | \$32.37 | Days in Earnings Period | 31 |
| | | Earnings Balance | \$20,214.01 |

9001

MEMBER FDIC

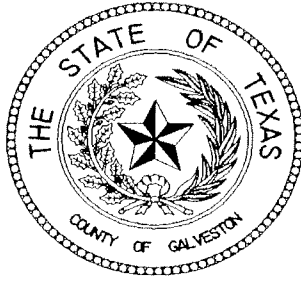


NYSE Symbol "PB"

Galv Cnty Production
 MON, AUG 12, 2013, 3:56 PM ---req: GREEND---leg: GL JL---loc: AUDITOR---job: 3724832 #J1845---pgm: GL501 <1.80> rpt id: GLTBAL01
 SORT ORDER: Primary Date within Object within Fnd C Ct
 SELECT Fund: 6123@ ; Object Code: 1013603

| Lg Fnd C Ct Title | Director | St Tr FCAT | Fund Typ FUND | Function Sub FUND | DEPART | DIVISION DIRECTO |
|---|----------|--------------|--------------------------------|-------------------|---------------|------------------|
| GL 6123000000 Grp, Workers Comp, Director of Professl A | 2 | 6 | 6123 | 00 | 000 | 00000 0000 |
| Object | Date | Primary Ref. | Transaction Description | Debit | Credit | Balance |
| 1013603 Prosperity-Boon Chapman Health | 07/03/13 | JE00039003 | Prior to 07/01/13 | | | |
| | 07/03/13 | JE00039003 | BC CLAIMS 10684-10906 EFT14423 | 208,497.03 ✓ | | 12.76 |
| | 07/11/13 | JE00039045 | BC CLAIMS 10684-10906 EFT14423 | | 208,497.03 ✓ | 208,509.79 |
| | 07/11/13 | JE00039045 | BC CLAIMS 10907-11129 EFT14442 | 216,657.52 ✓ | | 12.76 |
| | 07/17/13 | JE00039056 | BC CLAIMS 10907-11129 EFT14442 | | 216,657.52 ✓ | 216,670.28 |
| | 07/17/13 | JE00039056 | BC CLAIMS 11131-11315 EFT14454 | 149,401.16 ✓ | | 12.76 |
| | 07/17/13 | JE00039056 | BC CLAIMS 11131-11315 EFT14454 | | 149,401.16 ✓ | 149,413.92 |
| | 07/25/13 | JE00039097 | BC 3Q INT APRIL-JUNE 2013 | | 12.76 ✓ | 12.76 |
| | 07/25/13 | JE00039097 | BC CLAIMS 11316-11537 EFT14482 | 257,427.21 ✓ | | 257,427.21 |
| | 07/31/13 | 141484 | BC CLAIMS 11316-11537 EFT14482 | | 257,427.21 ✓ | |
| | 07/31/13 | JE00039140 | 714201 7/13INT Prosperity BC | 12.88 ✓ | | 12.88 |
| | 07/31/13 | JE00039140 | BC CLAIMS 11538-11752 EFT14511 | 209,436.20 ✓ | | 209,449.08 |
| | 07/31/13 | JE00039140 | BC CLAIMS 11538-11752 EFT14511 | | 209,436.20 | 12.88 |
| DR | | | * Object Total * | 1,041,432.00* | 1,041,431.88* | 12.88* |
| DR-CR | | | ** Fnd C Ct Total ** | 1,041,432.00* | 1,041,431.88* | 12.88* |

AGENDA ITEM #1.f.



ORDER

On this the _____ day of _____, 20____, the Commissioners' Court of Galveston County, Texas convened in a regular meeting with the following members thereof present:

Mark Henry, County Judge
Ryan Dennard, Commissioner, Precinct No. 1
Kevin O'Brien, Commissioner, Precinct No. 2
Stephen Holmes, Commissioner, Precinct No. 3
Ken Clark, Commissioner, Precinct No. 4 and
Dwight D. Sullivan, County Clerk

When the following proceedings, among others were had to-wit:

Upon recommendation being received by the County Auditor, it is ordered that the County Clerk enter this Order in the minutes of the Commissioners' Court approving the payments of the monthly **Workers' Compensation Claims** of GALVESTON COUNTY, GALVESTON COUNTY HEALTH DISTRICT, AND GALVESTON COUNTY ROAD DISTRICT NO.1 made by The Littleton Group for the month ending **July 31, 2013** the gross amount of such payment being **\$51,254.61**.

UPON MOTION OF THE COUNTY COMMISSIONER _____ AND SECONDED BY COMMISSIONER _____ the above order was passed this _____ DAY OF _____, 20____ with _____ votes cast in favor thereof and _____ votes cast against.

County of Galveston, Texas

Mark Henry, County Judge,

ATTEST:

Dwight D. Sullivan
County Clerk

RECOMMENDED:


Randall Rice, CPA
CITP CISA CIO CBM DABFA CGMA
County Auditor

COUNTY OF GALVESTON
AUDITOR'S OFFICE - ACCOUNTING DIVISION
THE LITTLETON GROUP - PB 7432241
GALVESTON COUNTY FUNDED WORKER'S COMPENSATION
BANK RECONCILIATION (IFAS 6123-000000-1013602)
July 31, 2013

BALANCES PER THE BANK

| BANK | BEGINNING BALANCE | DEPOSITS | WITHDRAWALS | ENDING BALANCE |
|-----------------------------------|----------------------|--------------|--------------|-------------------|
| | \$ 14,426.95 | \$ 51,235.18 | \$ 49,016.42 | \$ 16,645.71 |
| DEPOSITS IN TRANSIT | | | | |
| PRIOR MONTH | | | | |
| CURRENT MONTH | - | - | - | - |
| | - | - | - | - |
| OUTSTANDING CHECKS | | | | |
| PRIOR MONTH | | | | |
| CURRENT MONTH | 14,397.13 | (14,397.13) | (14,397.13) | - |
| | 16,635.32 | | 16,635.32 | (16,635.32) |
| Bank Adjustments: | | | | - |
| | | | | - |
| | | | | - |
| | | | | - |
| | | | | - |
| ADJUSTED BALANCES PER BANK | \$ 29.82 | \$ 51,235.18 | \$ 51,254.61 | \$ 10.39 |

BALANCES PER THE IFAS

| IFAS | BEGINNING BALANCE | RECEIPTS | DISBURSEMENTS | ENDING BALANCE |
|--|----------------------|--------------|---------------|-------------------|
| | \$ 29.82 | \$ 51,235.18 | \$ 51,254.61 | \$ 10.39 |
| Book Adjustments: | | | | - |
| | | | | - |
| | | | | - |
| | | | | - |
| ADJUSTED BALANCES PER THE BOOKS | \$ 29.82 | \$ 51,235.18 | \$ 51,254.61 | \$ 10.39 |
| IFAS | 0.00 | - | - | 0.00 |



PROSPERITY BANK®

698 2 AB 0.384
GALVESTON COUNTY
WORKER'S COMP ACCOUNT - LITTLETON
722 MOODY AVE 4TH FL
GALVESTON TX 77550-2317

Statement Date 7/31/2013
Account No 7432241
Page 1 of 14



1

Traveling with your Prosperity Debit Card?

When you travel, such as out of state or out of the country, it is important to tell us when and where you are traveling. We have a number of systems in place to help minimize debit card fraud. If we suspect fraudulent transactions on your card, we must act quickly. If we cannot contact you, we may temporarily stop access to your card to protect your account. To ensure uninterrupted use while traveling, call your local banking center and provide us with your travel information. If your card stops working while you are traveling, please call our Customer Service Center at (800) 531-1401. Representatives are available Monday through Friday from 7AM to 7PM and on Saturday from 9AM to 5PM. You may also contact our Lost/Stolen Card Hotline at (800) 684-2132 where representatives are available 24/7.

STATEMENT SUMMARY

Public Fund Contractual Ckg w Int Account No 7432241

| | | | |
|------------|---------------------------|-----------------------------|---------------|
| 07/01/2013 | Beginning Balance | | \$14,426.95 |
| | 15 Deposits/Other Credits | + | \$51,235.18 ✓ |
| | 105 Checks/Other Debits | - | \$49,016.42 |
| 07/31/2013 | Ending Balance | 31 Days in Statement Period | \$16,645.71 |
| | Total Enclosures | | 104 |

DEPOSITS/OTHER CREDITS

| Date | Description | Amount |
|------------|--|---------------|
| 07/02/2013 | Internet Trf Deposit IB TR FROM ACCT *1431 Fd WC Ck 2095 | \$341.45 ✓ |
| 07/03/2013 | Internet Trf Deposit IB TR FROM ACCT *1431 Fd WC Cks 2096-2098 | \$3,607.08 ✓ |
| 07/05/2013 | Internet Trf Deposit IB TR FROM ACCT *1431 Fd WC Ck 2099 | \$377.67 ✓ |
| 07/08/2013 | Internet Trf Deposit IB TR FROM ACCT *1431 Fd WC Ck 2100 | \$341.45 ✓ |
| 07/10/2013 | Internet Trf Deposit IB TR FROM ACCT *1431 Fd WC Cks 2101-2103 | \$4,731.68 ✓ |
| 07/12/2013 | Internet Trf Deposit IB TR FROM ACCT *1431 Fd WC Cks 2104-2110 | \$2,289.46 ✓ |
| 07/15/2013 | Internet Trf Deposit IB TR FROM ACCT *1431 Fd WC Ck 2111 | \$341.45 ✓ |
| 07/17/2013 | Internet Trf Deposit IB TR FROM ACCT *1431 Fd WC Cks 2112-2138 | \$23,479.35 ✓ |
| 07/19/2013 | Internet Trf Deposit IB TR FROM ACCT *1431 Fd WC Cks 2139-2140 | \$977.67 ✓ |
| 07/22/2013 | Internet Trf Deposit IB TR FROM ACCT *1431 Fd WC Ck 2141 | \$341.45 ✓ |
| 07/25/2013 | Internet Trf Deposit IB TR FROM ACCT *1431 Fd WC Cks 2142-2169 | \$8,336.00 ✓ |
| 07/26/2013 | Internet Trf Deposit IB TR FROM ACCT *1431 Fd WC Ck 2170 | \$377.67 ✓ |
| 07/29/2013 | Internet Trf Deposit IB TR FROM ACCT *1431 Fd WC Ck 2171 | \$341.45 ✓ |
| 07/31/2013 | Internet Trf Deposit IB TR FROM ACCT *1431 Fd WC Cks 2172-2187 | \$5,340.96 ✓ |
| 07/31/2013 | Accr Earning Pymt Added to Account | \$10.39 ✓ |

MEMBER FDIC



NYSE Symbol "PB"

9001

107481 : 00069801



PROSPERITY BANK®

GALVESTON COUNTY

Statement Date 7/31/2013

Account No 7432241

Page 2 of 14

CHECKS

| Check Number | Date | Amount | Check Number | Date | Amount | Check Number | Date | Amount |
|--------------|-------|----------|--------------|-------|------------|--------------|-------|-------------|
| 02094 | 07/08 | \$375.00 | 2079 | 07/01 | \$60.41 | 2117 | 07/23 | \$165.76 |
| 02112 | 07/24 | \$361.89 | 2080 | 07/01 | \$60.41 | 2118 | 07/23 | \$165.76 |
| 2035* | 07/08 | \$600.00 | 2081 | 07/01 | \$60.41 | 2119 | 07/22 | \$1,918.70 |
| 2039* | 07/08 | \$174.13 | 2082 | 07/01 | \$65.43 | 2120 | 07/24 | \$526.13 |
| 2040 | 07/05 | \$343.12 | 2083 | 07/01 | \$65.68 | 2121 | 07/29 | \$65.58 |
| 2041 | 07/01 | \$246.07 | 2084 | 07/01 | \$71.38 | 2122 | 07/22 | \$13,766.33 |
| 2044* | 07/09 | \$133.52 | 2085 | 07/01 | \$84.82 | 2123 | 07/24 | \$266.95 |
| 2045 | 07/09 | \$133.52 | 2086 | 07/01 | \$134.30 | 2124 | 07/26 | \$307.99 |
| 2046 | 07/09 | \$133.52 | 2087 | 07/01 | \$135.71 | 2126* | 07/29 | \$554.76 |
| 2047 | 07/09 | \$133.52 | 2088 | 07/01 | \$229.73 | 2129* | 07/30 | \$174.13 |
| 2048 | 07/09 | \$133.52 | 2089 | 07/01 | \$268.91 | 2130 | 07/30 | \$584.25 |
| 2049 | 07/09 | \$133.52 | 2090 | 07/01 | \$399.67 | 2131 | 07/23 | \$350.23 |
| 2050 | 07/09 | \$133.52 | 2092* | 07/01 | \$341.45 | 2132 | 07/23 | \$350.23 |
| 2051 | 07/09 | \$133.52 | 2093 | 07/03 | \$377.67 | 2133 | 07/22 | \$360.55 |
| 2052 | 07/09 | \$133.52 | 2095* | 07/08 | \$341.45 | 2134 | 07/22 | \$673.73 |
| 2053 | 07/09 | \$133.52 | 2096 | 07/08 | \$390.01 | 2135 | 07/22 | \$97.61 |
| 2054 | 07/09 | \$133.52 | 2097 | 07/12 | \$325.00 | 2136 | 07/22 | \$140.03 |
| 2055 | 07/09 | \$173.96 | 2098 | 07/10 | \$2,892.07 | 2137 | 07/23 | \$100.74 |
| 2056 | 07/09 | \$283.19 | 2099 | 07/12 | \$377.67 | 2138 | 07/23 | \$100.74 |
| 2057 | 07/09 | \$335.07 | 2100 | 07/17 | \$341.45 | 2139 | 07/30 | \$600.00 |
| 2058 | 07/09 | \$348.92 | 2101 | 07/24 | \$775.26 | 2140 | 07/31 | \$377.67 |
| 2059 | 07/09 | \$548.74 | 2102 | 07/17 | \$108.84 | 2141 | 07/26 | \$341.45 |
| 2060 | 07/09 | \$967.37 | 2103 | 07/15 | \$3,847.58 | 2143* | 07/30 | \$165.76 |
| 2061 | 07/10 | \$100.00 | 2104 | 07/18 | \$723.78 | 2144 | 07/30 | \$165.76 |
| 2068* | 07/01 | \$377.67 | 2105 | 07/18 | \$377.67 | 2145 | 07/30 | \$165.76 |
| 2069 | 07/01 | \$4.00 | 2106 | 07/17 | \$28.18 | 2146 | 07/30 | \$165.76 |
| 2070 | 07/01 | \$11.73 | 2107 | 07/17 | \$34.46 | 2147 | 07/30 | \$165.76 |
| 2071 | 07/01 | \$22.70 | 2108 | 07/17 | \$60.41 | 2148 | 07/30 | \$165.76 |
| 2072 | 07/01 | \$27.39 | 2109 | 07/17 | \$60.41 | 2149 | 07/30 | \$165.76 |
| 2073 | 07/01 | \$34.46 | 2110 | 07/17 | \$1,004.55 | 2150 | 07/30 | \$165.76 |
| 2074 | 07/01 | \$35.69 | 2111 | 07/19 | \$341.45 | 2151 | 07/29 | \$1,073.98 |
| 2075 | 07/01 | \$47.42 | 2113* | 07/24 | \$387.63 | 2152 | 07/29 | \$1,441.42 |
| 2076 | 07/01 | \$48.47 | 2114 | 07/23 | \$122.15 | 2157* | 07/29 | \$100.00 |
| 2077 | 07/01 | \$48.47 | 2115 | 07/23 | \$165.76 | 2169* | 07/30 | \$785.94 |
| 2078 | 07/01 | \$58.16 | 2116 | 07/23 | \$165.76 | | | |

OTHER DEBITS

| Date | Description | Amount |
|------------|--|-----------|
| 07/17/2013 | Internet Trf W/D IB TR TO ACCT *1431 Transf Intrest Earned | \$29.82 ✓ |

DAILY ENDING BALANCE

| Date | Balance | Date | Balance | Date | Balance |
|-------|-------------|-------|-------------|-------|-------------|
| 07/01 | \$11,486.41 | 07/12 | \$12,753.11 | 07/24 | \$9,972.49 |
| 07/02 | \$11,827.86 | 07/15 | \$9,246.98 | 07/25 | \$18,308.49 |
| 07/03 | \$15,057.27 | 07/17 | \$31,058.21 | 07/26 | \$18,036.72 |
| 07/05 | \$15,091.82 | 07/18 | \$29,956.76 | 07/29 | \$15,142.43 |
| 07/08 | \$13,552.68 | 07/19 | \$30,592.98 | 07/30 | \$11,672.03 |
| 07/09 | \$9,426.71 | 07/22 | \$13,977.48 | 07/31 | \$16,645.71 |
| 07/10 | \$11,166.32 | 07/23 | \$12,290.35 | | |

MEMBER FDIC



NYSE Symbol "PB"

1001



PROSPERITY BANK[®]

GALVESTON COUNTY

Statement Date

7/31/2013

Account No

7432241

Page 3 of 14

EARNINGS SUMMARY

** Below is an itemization of the Earnings paid this period. **

| | | | |
|---------------------------|---------|--------------------------------|-------------|
| Interest Paid This Period | \$10.39 | Annual Percentage Yield Earned | 0.75 % |
| Interest Paid YTD | \$57.81 | Days in Earnings Period | 31 |
| | | Earnings Balance | \$16,312.01 |

9001

007482 : 00069802



MEMBER FDIC



NYSE Symbol "PB"

SORT ORDER: Primary Date within Object within Fnd C Ct

SELECT Fund: 6123@ ; Object Code: 1013602

| Lg Fnd C Ct Title | Director | St Tr FCAT | Fund Typ FUND | Function | Sub Func | DEPART | DIVISION | DIRECTO |
|---|------------------------|--------------|--------------------------------|--------------|-------------|------------|----------|---------|
| GL 6123000000 Grp, Workers Comp, Director of Professi A | Director of Professi A | 2 | 6 | 6123 | 00 | 000 | 0000 | 00000 |
| Object | Date | Primary Ref. | Transaction Description | Debit | Credit | Balance | | |
| ===== | ===== | ===== | ===== | ===== | ===== | ===== | | |
| 1013602 Prosperity-WORKERS COMP ACCT | | | Prior to 07/01/13 | | | | | |
| | 07/03/13 | JE00039007 | WC CLAIMS #2095 EFT 14421 | 341.45 ✓ | | 29.82 | | |
| | 07/03/13 | JE00039007 | WC CLAIMS #2095 EFT 14421 | | 341.45 ✓ | 371.27 | | |
| | 07/03/13 | JE00039008 | WC CLAIMS #2096-2098 EFT 14424 | 3,607.08 ✓ | | 29.82 | | |
| | 07/03/13 | JE00039008 | WC CLAIMS #2096-2098 EFT 14424 | | 3,607.08 ✓ | 3,636.90 | | |
| | 07/05/13 | JE00039009 | WC CLAIMS #2099 EFT 14427 | 377.67 ✓ | | 29.82 | | |
| | 07/05/13 | JE00039009 | WC CLAIMS #2099 EFT 14427 | | 377.67 ✓ | 407.49 | | |
| | 07/08/13 | JE00039048 | WC CLAIMS #2100 EFT 14428 | 341.45 ✓ | | 29.82 | | |
| | 07/08/13 | JE00039048 | WC CLAIMS #2100 EFT 14428 | | 377.67 ✓ | 371.27 | | |
| | 07/12/13 | JE00039049 | WC CLAIMS #2101-2103 EFT 14443 | 4,731.68 ✓ | | 29.82 | | |
| | 07/12/13 | JE00039049 | WC CLAIMS #2101-2103 EFT 14443 | | 4,731.68 ✓ | 4,761.50 | | |
| | 07/12/13 | JE00039050 | WC CLAIMS #2104-2110 EFT 14447 | 2,289.46 ✓ | | 29.82 | | |
| | 07/12/13 | JE00039050 | WC CLAIMS #2104-2110 EFT 14447 | | 2,289.46 ✓ | 2,319.28 | | |
| | 07/15/13 | JE00039051 | WC CLAIMS #2111 EFT 14450 | 341.45 ✓ | | 29.82 | | |
| | 07/15/13 | JE00039051 | WC CLAIMS #2111 EFT 14450 | | 341.45 ✓ | 371.27 | | |
| | 07/17/13 | JE00039059 | WC 3Q INT APRIL-JUNE 2013 | 23,479.35 ✓ | | 29.82 | | |
| | 07/17/13 | JE00039061 | WC CLAIMS #2112-2138 EFT 14455 | | 23,479.35 ✓ | 23,479.35 | | |
| | 07/17/13 | JE00039061 | WC CLAIMS #2112-2138 EFT 14455 | 977.67 ✓ | | 977.67 | | |
| | 07/19/13 | JE00039062 | WC CLAIMS #2139-2140 EFT 14459 | 341.45 ✓ | | 341.45 | | |
| | 07/19/13 | JE00039062 | WC CLAIMS #2139-2140 EFT 14459 | | 977.67 ✓ | 977.67 | | |
| | 07/22/13 | JE00039065 | WC CLAIMS #2141 EFT 14462 | 8,336.00 ✓ | | 8,336.00 | | |
| | 07/22/13 | JE00039065 | WC CLAIMS #2141 EFT 14462 | | 8,336.00 ✓ | 8,336.00 | | |
| | 07/25/13 | JE00039099 | WC CLAIMS #2142-2169 EFT 14481 | 377.67 ✓ | | 377.67 | | |
| | 07/25/13 | JE00039099 | WC CLAIMS #2142-2169 EFT 14481 | | 377.67 ✓ | 377.67 | | |
| | 07/26/13 | JE00039100 | WC CLAIMS #2170 EFT 14485 | 341.45 ✓ | | 341.45 | | |
| | 07/26/13 | JE00039100 | WC CLAIMS #2170 EFT 14485 | | 341.45 ✓ | 341.45 | | |
| | 07/29/13 | JE00039101 | 714201 7/13INT ProsP Littleton | 5,340.96 ✓ | | 5,340.96 | | |
| | 07/29/13 | JE00039101 | WC CLAIMS #2172-2187 EFT 14512 | | 5,340.96 ✓ | 5,351.35 | | |
| | 07/31/13 | 141482 | WC CLAIMS #2172-2187 EFT 14512 | 51,235.18* ✓ | | 10.39 | | |
| | 07/31/13 | JE00039141 | * Object Total * | 51,235.18* | | 51,254.61* | | |
| | 07/31/13 | JE00039141 | | | | 10.39* | | |
| DR | | | | | | | | |
| DR-CR | | | ** Fnd C Ct Total ** | 51,235.18* | | 51,254.61* | | 10.39* |

AGENDA ITEM #2.

Summary of Bi-Weekly Personnel Movements

Pay Period #17: August 1 - 14, 2013

| | Department | Positions | | Current Appointments | | | | | Total | Current Movements | | | | | | Current Separations | | | | | Total |
|----------------------------------|------------|-----------|--|----------------------|----|----|----|-----|-------|-------------------|---------|----------|-------|---------|--------|---------------------|-------|--------|-------|-------|-------|
| | | Budgeted | | FT | HT | PT | HR | Res | | Promo | Reclass | Reassign | Trans | Sal Adj | Demote | Vol | Invol | Retire | Death | Other | |
| General Government | | 1.00 | | | | | | | 0 | | | | | | | | | | | 0 | |
| Facilities | | 19.0 | | | | | | | 0 | | | | | | | | | | | 0 | |
| Professional Services | | 6.0 | | | | | | | 0 | | | | | | | | | | | 0 | |
| Road District #1 | | 5.0 | | | | | | | 0 | | | | | | | | | | | 0 | |
| County Judge | | 4.0 | | | | | | | 0 | | | | | | | | | | | 0 | |
| County Commissioners | | 8.0 | | | | | | | 0 | | | | | | | | | | | 0 | |
| Tax Office | | 51.5 | | | | | 1 | | 1 | 1 | | | | | | | | | | 0 | |
| County Auditor | | 33.0 | | | | | | | 0 | | | | | | | | 1 | | | 1 | |
| County Clerk | | 43.0 | | 1 | | | | | 1 | 2 | | | | | | | | | | 0 | |
| County Clerk Records Mgmt | | 2.0 | | | | | | | 0 | | | | | | | | | | | 0 | |
| County Clerk Records Archives | | 6.0 | | | | | 1 | | 1 | | | | | | | | | | | 0 | |
| County Clerk Elections | | 5.0 | | | | | | | 0 | | | | | | | | | | | 0 | |
| Purchasing Agent | | 8.0 | | | | | | | 0 | | | | | | | | | | | 0 | |
| County Treasurer | | 7.0 | | | | | | | 0 | | | | | | | | | | | 0 | |
| Veterans Service | | 3.0 | | | | | | | 0 | | | | | | | | | | | 0 | |
| Human Resources | | 5.0 | | | | | | | 0 | | | | | | | | | | | 0 | |
| County Legal | | 6.0 | | | | | | | 0 | | | | | | | | | | | 0 | |
| Justice Administration | | 6.0 | | 1 | | | | | 1 | 1 | | | | | | | | | | 0 | |
| District Courts | | 19.0 | | | | | | | 0 | | | | | | | | | | | 0 | |
| County Courts | | 9.0 | | | | | | | 0 | | | | | | | | | | | 0 | |
| County Probate Court | | 6.0 | | | | | | | 0 | | | | | | | | | | | 0 | |
| Justice Counts | | 44.0 | | | | | | | 0 | | | | | | | | | | | 1 | |
| District Clerk | | 50.0 | | | | | | | 0 | | | | | | | | | | | 1 | |
| District Attorney/Jury & Trial | | 75.0 | | 2 | | | | | 2 | 2 | | | | | | | | | | 2 | |
| Pre-Trial Release | | 7.0 | | | | | | | 0 | | | | | | | | | | | 2 | |
| Sheriff | | 516.0 | | 1 | | | | | 1 | 1 | | | | | | | | | | 1 | |
| Constables | | 46.0 | | | | | | | 0 | | | | | | | | | | | 2 | |
| Social Services | | 12.0 | | | | | | | 0 | | | | | | | | | | | 0 | |
| Child Welfare | | 1.0 | | | | | | | 0 | | | | | | | | | | | 0 | |
| Emergency Management | | 6.0 | | | | | | | 0 | | | | | | | | | | | 0 | |
| Extension Services | | 9.0 | | | | | | | 0 | | | | | | | | | | | 0 | |
| County Engineer | | 7.0 | | | | | | | 0 | | | | | | | | | | | 0 | |
| Building Inspector | | 2.0 | | | | | | | 0 | | | | | | | | | | | 0 | |
| Community Services | | 3.0 | | | | | | | 0 | | | | | | | | | | | 0 | |
| Information Technology | | 49.0 | | | | | | | 0 | | | | | | | | | | | 0 | |
| County Parks and Senior Services | | 68.0 | | | | | | | 0 | | | | | | | | | | | 0 | |
| Museum | | 2.0 | | | | | | | 0 | | | | | | | | | | | 0 | |
| Road & Bridge/Drainage/Beach | | 72.0 | | | | | | | 0 | | | | | | | | | | | 0 | |
| County Health District | | 1.0 | | | | | | | 0 | | | | | | | | | | | 0 | |
| Law Library | | 1.0 | | | | | | | 0 | | | | | | | | | | | 0 | |
| Juvenile Probation | | 68.0 | | | | | | | 0 | | | | | | | | | | | 0 | |
| Mosquito Control | | 13.0 | | | | | | | 0 | | | | | | | | 1 | | | 1 | |
| Right of Way | | 1.0 | | | | | | | 0 | | | | | | | | | | | 0 | |
| Seawall Maintenance | | 6.0 | | | | | | | 0 | | | | | | | | | | | 0 | |
| Housing & Economic Dev | | 6.0 | | | | | | | 0 | | | | | | | | | | | 0 | |
| Adult Probation | | 45.0 | | | | | | | 0 | | | | | | | | | | | 0 | |
| Grand Total | | 1362.5 | | 5 | 0 | 0 | 2 | 0 | 7 | 6 | 0 | 3 | 3 | 0 | 0 | 12 | 9 | 1 | 0 | 0 | 10 |
| Job Applications Received | | 320 | | | | | | | | | | | | | | | | | | | |

Galv Cnty Production

Employee Pay Assignment Changes for Payroll Period : 8/1/2013 thru 8/14/2013

| Division | Division Name | Employee Name | Type | Position Number and Description | Begin | End | GrSt | Annual | Rate * | Reason |
|----------|------------------------------|---------------------|------|--|-----------|-----|------|----------|------------|---------------|
| 111000 | County Judge | ELLIS, RYAN J | FTBE | 3 DEPUTY CHIEF OF STAFF | 8/1/2013 | | 22E1 | \$61,827 | 2,377.97 B | ACCT # CHANGE |
| 111000 | County Judge | GARZA-MARTINEZ, | FTBE | 4 ADMIN CLERK/RECEPTIONIST | 8/1/2013 | | 09A1 | \$26,703 | 1,027.06 B | ACCT # CHANGE |
| 111000 | County Judge | LEWIS, ROXANA G | FTBE | 2 EXECUTIVE ASSISTANT | 8/1/2013 | | 15A1 | \$35,913 | 1,381.28 B | ACCT # CHANGE |
| 111101 | County Commissioner-Pct | CHERRY, JANE A | FTBE | 2 ADMINISTRATIVE ASSISTANT | 8/1/2013 | | 12O1 | \$43,756 | 1,682.95 B | ACCT # CHANGE |
| 111101 | County Commissioner-Pct | IDRUMMOND, TYLER | FTBE | 3 DEPUTY CHIEF OF STAFF-POL & 8/1/2013 | | | 22A1 | \$56,012 | 2,154.32 B | ACCT # CHANGE |
| 114000 | County Clerk | CLARK, SARAH D | FTBE | 45 BALLOT BY MAIL CLERK | 8/12/2013 | | 12A1 | \$30,967 | 1,191.07 B | PROMOTION |
| 114000 | County Clerk | CRONK, HEATHER M | FTBE | 35 DEPUTY COUNTY CLERK | 8/1/2013 | | 10A1 | \$28,055 | 1,079.05 B | APPOINTMENT |
| 114000 | County Clerk | MARCUS, AARON C | FTBE | 16 SENIOR MICROFILMING | 8/12/2013 | | 12E1 | \$34,182 | 1,314.72 B | PROMOTION |
| 114000 | County Clerk | YOUNGBLOOD, | FTBE | 59 DEPUTY COUNTY | 8/12/2013 | | 10A1 | \$28,055 | 1,079.05 B | REASSIGNMENT |
| 114021 | County Clerk Archive | SALINAS, MICHELLE C | PTNH | 11 DEPUTY COUNTY CLERK | 8/1/2013 | | 10A1 | \$14,029 | 13.49 H | APPOINTMENT |
| 114030 | Election Expense | BIGGERS, CARLA | PTEL | 500 ELECTION WORKER-TEMP | 8/1/2013 | | 0000 | \$10,400 | 10.00 H | APPOINTMENT |
| 114030 | Election Expense | FRANKOVICH, CYNTHIA | PTEL | 500 ELECTION WORKER-TEMP | 8/14/2013 | | 0000 | \$10,400 | 10.00 H | TERMINATION |
| 114030 | Election Expense | GARZA, IRMA A | PTEL | 500 ELECTION WORKER-TEMP | 8/1/2013 | | 0000 | \$10,400 | 10.00 H | APPOINTMENT |
| 114030 | Election Expense | PERRY, MELANNIE | PTEL | 500 ELECTION WORKER-TEMP | 8/1/2013 | | 0000 | \$10,400 | 10.00 H | APPOINTMENT |
| 114030 | Election Expense | WILLIAMS, CAREN | PTEL | 500 ELECTION WORKER-TEMP | 8/1/2013 | | 0000 | \$10,400 | 10.00 H | APPOINTMENT |
| 114030 | Election Expense | MURRIE, ERNEST L | PTNH | 501 ELECTIONS CLERK-TEMP | 8/1/2013 | | 09A1 | \$13,353 | 12.84 H | ACCT # CHANGE |
| 114030 | Election Expense | RICHARDSON, MARILYN | PTNH | 502 ELECTIONS CLERK-TEMP | 8/1/2013 | | 09A1 | \$13,353 | 12.84 H | ACCT # CHANGE |
| 121000 | Justice Administration | PURCELL, CLINTON D | FTBE | 9 JUDICIAL COMPLIANCE OFFICER | 8/1/2013 | | 19A1 | \$43,756 | 1,682.95 B | TRANSFER |
| 123300 | Justice Court Pct #3 - James | MARTINEZ, CYNTHIA L | FTBE | 4 DEPUTY COURT CLERK PCT 3 | 8/14/2013 | | 10A1 | \$28,055 | 1,079.05 B | TERMINATION |
| 126100 | District Clerk | BETANCOURT, DANIEL | FTBE | 39 ADMINISTRATIVE | 8/14/2013 | | 14D1 | \$36,811 | 1,415.81 B | REASSIGNMENT |
| 126100 | District Clerk | FULLEN, VANESSA M | PTNH | 531 SUMMER INTERN | 8/14/2013 | | 10A1 | \$14,029 | 13.49 H | TERMINATION |
| 127100 | District Attorney | BELCHER, LACY N | FTBE | 44 LEGAL SECRETARY | 8/7/2013 | | 12A1 | \$30,967 | 1,191.07 B | TERMINATION |
| 127100 | District Attorney | GILMORE, GINA S | FTBE | 12 SENIOR ASST DIST ATTORNEY | 8/5/2013 | | 23C1 | \$64,957 | 2,498.36 B | PROMOTION |
| 127100 | District Attorney | HENDERSON, TANYA A | FTBE | 75 SENIOR ASST DIST ATTORNEY | 8/9/2013 | | 22C1 | \$58,848 | 2,263.39 B | TERMINATION |
| 127100 | District Attorney | KEANE, COLM ANDREW | FTBE | 74 ASSISTANT DISTRICT ATTORNEY | 8/5/2013 | | 22A1 | \$56,012 | 2,154.32 B | APPOINTMENT |
| 127100 | District Attorney | LEACH, KAREN E | FTBE | 44 LEGAL SECRETARY | 8/8/2013 | | 12A1 | \$30,967 | 1,191.07 B | APPOINTMENT |

Galv Cnty Production

Employee Pay Assignment Changes for Payroll Period : 8/1/2013 thru 8/14/2013

| Division | Division Name | Employee Name | Type | Position Number and Description | Begin | End | Gr-St | Annual | Rate * | Reason |
|----------|---------------------------|-----------------------|------|---------------------------------|-----------|----------|-------|----------|------------|---------------|
| 127100 | District Attorney | ROUNTFREE, ANDREW W | FTBE | 83 ASSISTANT DISTRICT ATTORNEY | 8/5/2013 | | 22C1 | \$58,848 | 2,263.39 B | PROMOTION |
| 128100 | Pre-Trial Release | BRITTON, ZONIA M | FTBE | 9 SENIOR COURT SERVICES TECH | | 8/8/2013 | 12A1 | \$30,967 | 1,191.07 B | TERMINATION |
| 151500 | Tax Assessor/Collector | JANIK, TERI-JO E | FTBE | 4 BRANCH COORDINATOR | 8/6/2013 | | 19A1 | \$43,756 | 1,682.95 B | PROMOTION |
| 151500 | Tax Assessor/Collector | LEMONS, ELIZABETH P | FTBE | 43 PROPERTY TAX SPECIALIST | 8/5/2013 | | 11D1 | \$31,742 | 1,220.85 B | TERMINATION |
| 151500 | Tax Assessor/Collector | JADIDI, LAUREN | PTNH | 502 CUSTOMER SERVICE REP-TEMP | 8/12/2013 | | 0000 | \$10,431 | 10.03 H | APPOINTMENT |
| 211101 | Administration Sheriff | HILL, SMITTY M | FTBE | 19 SCHOOL LIASON DEPUTY | 8/1/2013 | | 18E1 | \$45,972 | 1,768.15 B | TRANSFER |
| 211133 | Corrections-Sheriff | BLAKEMAN JR, JEFFREY | STBE | 294 ENTRY LEVEL | 8/8/2013 | | 12D1 | \$33,349 | 1,282.66 B | TRANSFER |
| 211133 | Corrections-Sheriff | HOFFMAN, MARITAL | FTBE | 107 DEPUTY I | 8/7/2013 | | 13D1 | \$35,037 | 1,347.59 B | TERMINATION |
| 211133 | Corrections-Sheriff | MARQUEZ, JOSE M | FTBE | 220 DEPUTY II | 8/1/2013 | | 14G1 | \$39,641 | 1,524.67 B | CAREER LADDER |
| 211143 | Patrol Division | MCKINNEY JR, ELTON D | PTNS | 46 DEPUTY, PART-TIME | 8/12/2013 | | 0000 | \$1,525 | 58.67 B | TERMINATION |
| 211163 | Sheriff Services for ISDS | ALFRED, MARCUS J | FTBE | 37 SLO-DISD (REIMB) | 8/1/2013 | | 18E1 | \$45,440 | 1,747.70 B | ACCT # CHANGE |
| 211163 | Sheriff Services for ISDS | FERNANDEZ JR, JOHN E | FTBE | 35 SLO-TCISD (REIMB) | 8/1/2013 | | 18E1 | \$45,440 | 1,747.70 B | ACCT # CHANGE |
| 211163 | Sheriff Services for ISDS | FLIDEI, CHRISTOPHER A | FTBE | 32 SLO-TCISD SGT (REIMB) | 8/1/2013 | | 18I1 | \$51,995 | 1,999.83 B | ACCT # CHANGE |
| 211163 | Sheriff Services for ISDS | FOSTER, CLIFF E | FTBE | 38 SLO-DISD (REIMB) | 8/1/2013 | | 18E1 | \$45,440 | 1,747.70 B | ACCT # CHANGE |
| 211163 | Sheriff Services for ISDS | IHDE, MARGO A | FTBE | 34 SLO-TCISD (REIMB) | 8/1/2013 | | 18E1 | \$45,440 | 1,747.70 B | ACCT # CHANGE |
| 211163 | Sheriff Services for ISDS | LEWIS, PATRICK D | FTBE | 31 SLO-TCISD (REIMB) | 8/1/2013 | | 18E1 | \$45,440 | 1,747.70 B | CORRECTION |
| 211163 | Sheriff Services for ISDS | ROWLANDS, SETH R | FTBE | 11 SLO-CCISD (REIMB) | 8/1/2013 | | 18E1 | \$45,440 | 1,747.70 B | ACCT # CHANGE |
| 211163 | Sheriff Services for ISDS | SANDERS, SABRINA N | FTBE | 15 SLO-CCISD (REIMB) | 8/1/2013 | | 18E1 | \$45,440 | 1,747.70 B | APPOINTMENT |
| 211163 | Sheriff Services for ISDS | WARFIELD JR, GREGORY | ETBE | 33 SLO-TCISD (REIMB) | 8/1/2013 | | 18E1 | \$45,440 | 1,747.70 B | REASSIGNMENT |
| 211163 | Sheriff Services for ISDS | WILLIAMS, KENNETH V | FTBE | 36 SERGEANT-DISD (REIMB) | 8/1/2013 | | 18I1 | \$51,995 | 1,999.83 B | ACCT # CHANGE |
| 256118 | Detention | BANKS, KAREN R | FTBE | 54 CENTRAL CONTROL OPERATOR | 8/14/2013 | | 1200 | \$32,201 | 1,238.52 B | TERMINATION |

AGENDA ITEM #3.



STACY WHITEHURST
VICE PRESIDENT OF REGULATORY AFFAIRS

RECEIVED
AUG 26 2013

577 N. Garden Ridge Blvd
Lewisville, TX 75067-2691

GALVESTON COUNTY JUDGE

August 19, 2013

Honorable Judge Mark Henry
722 Moody, 2nd Floor
Galveston, TX 77550

County: **Galveston**

Dear Honorable Judge Henry:

As required in House Bill 3059, Section 366.005, Texas-New Mexico Power Company hereby provides the enclosed new utility service connections for the county you represent.

Any questions please contact Lyn Sekiguchi at 469-484-8581.

Sincerely,

A handwritten signature in dark ink, appearing to read "Stacy R. Whitehurst". The signature is fluid and cursive, with the first name "Stacy" being more prominent.

Stacy R. Whitehurst

Encl.

SRW/ljs

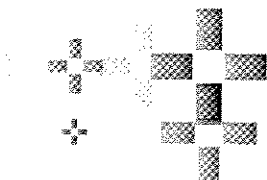
BACU1090
Date: 19-AUG-2013

Texas New Mexico Power Company
New Premise Turn-Ons
577 N. Garden Ridge Blvd
Lewisville, Texas 75067
Phone: 972-420-4189

County: GALVESTON

| Service Address | City/State/zip | Established Date | Prem Code |
|-------------------------------|---------------------------|------------------|-----------|
| 206 GARDEN DR | FRIENDSWOOD TX 77546 | 13-AUG-2013 | 590769 |
| 2102 PALMER HWY UNIT B | TEXAS CITY TX 77590 | 14-AUG-2013 | 590920 |
| 3004 AVENUE C | DICKINSON TX 77539 | 13-AUG-2013 | 590680 |
| 2405 AVENUE C TRLR A | GALVESTON COUNTY TX 77539 | 14-AUG-2013 | 590890 |
| 1301 1/2 31 1/2 STN UNIT SIGN | TEXAS CITY TX 77590 | 12-AUG-2013 | 590529 |
| 9898 HWY 146 UNIT WELL | TEXAS CITY TX 77590 | 14-AUG-2013 | 590859 |

AGENDA ITEM #4.



Reliant
Green Street
1201 Fannin
Houston, TX 77002

August 15, 2013

Connie Nicholson
Director of Community Services
Galveston County Social Services
123 25th Street-Suite 4127
Galveston, Texas 77550

Dear Ms. Nicholson,

Reliant is pleased to contribute additional funding to Galveston County Social Services in support of the 2013 Reliant CARE Program. Enclosed is a check for \$10,000 to be used to assist Reliant customers in paying their electricity bills.

Please acknowledge receipt of this payment by returning a signed copy of this letter. We are pleased to provide this support to your organization.

Sincerely,

A handwritten signature in black ink, appearing to read "Misty White". The signature is fluid and cursive.

Misty White
Executive Director, Reliant Energy Charitable Foundation

Enclosure

Acknowledged by:

A handwritten signature in black ink, appearing to read "Connie Nicholson". The signature is written over a horizontal line.

Date:

8/21/2013

NO. 141727

the sum of \$10,000.00

Reliant CARE Program

| ACCOUNT DESCRIPTION AND DISTRIBUTION | | | | CHECK & ELECTRONIC FUNDS TRANSFER DATA | | | AMOUNTS | | | |
|--------------------------------------|---------------------|-------------|-------------|--|--------|--------|-----------------------|-------------------|---------------------|------------------|
| FUND TITLE | ACCOUNT CODE | AMOUNT | APC CODE | DATE | NUMBER | PAYOR | CK OR EFT (C OR E) | CHECK & E.F.T. | CURRENCY & COINS | TOTAL DEPOSIT |
| Reliant CARE Program | 2121-0000-404851019 | \$10,000.00 | | 08/21/13 | | | C | \$10,000.00 | | |
| | | | | | | | | | | |
| | | | | | | | | | | |
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| | | | | | | | | | | |
| | TOTAL | \$10,000.00 | | | | TOTALS | | \$10,000.00 | | \$10,000.00 |

| BANK DATA | | | | | |
|---|---------------------|--------------------|---------------------|-----------------------|-----------|
| (TO BE COMPLETED BY THE COUNTY TREASURER) | | | | | |
| BANK DEPOSIT DATE | DEPOSIT SLIP NUMBER | BANK ACCOUNT TITLE | BANK ACCOUNT NUMBER | INTERNAL ACCOUNT CODE | AMOUNT |
| 8/21/13 | | Demand | 7431431 | 0002-1012243 | 10,000.00 |

AUDITOR'S COPY

AUDITOR'S COPY

Reliant Energy Retail Svcs LLC

| REFERENCE NUMBER | DATE | VOUCHER | GROSS AMOUNT | DISCOUNT | NET AMOUNT |
|------------------|------------|------------|--------------|----------|-------------|
| 072513 | 07/25/2013 | 1700001858 | \$10,000.00 | 0.00 | \$10,000.00 |

| CHECK NUMBER | DATE | VENDOR NUMBER | VENDOR NAME | TOTAL AMOUNT |
|--|----------|---------------|-------------------------------|--------------|
| 1001135 | 08/13/13 | 0000105682 | GALVESTON COUNTY WELFARE DEPT | \$10,000.00 |
| Refer to above check number and voucher number when inquiring about your payment | | | | 0419 |



Bank of New York Mellon
Pittsburgh, PA 15262

60-160
433

Reliant Energy Retail Svcs LLC
211 Carnegie Center,
Princeton, NJ 08540

Date: 08/13/2013
Check Number: 1001135
Vendor Number: 0000105682

PAY *Ten thousand and 00/100 Dollars*
TO THE
ORDER OF

| |
|-----------------|
| Pay Exactly |
| ****\$10,000.00 |

GALVESTON COUNTY WELFARE DEPT
ATTN: JOE MYTEKO
123 ROSENBERG
GALVESTON TX 77550

A. Gay Lamer

AUTHORIZED SIGNATURE
VOID WITHOUT SIGNATURE
VOID AFTER NINETY DAYS

⑈ 1001135⑈ 1043301601⑈ 11900416⑈

AGENDA ITEM #5.



COUNTY OF GALVESTON

On this the 3rd of September, 2013, the **Commissioners' Court of Galveston County, Texas** convened in a regularly scheduled meeting with the following members thereof present:

Mark A. Henry, County Judge
Ryan Dennard, Commissioner, Precinct 1
Kevin D. O'Brien, Commissioner, Precinct 2

Stephen D. Holmes, Commissioner, Precinct 3
Kenneth Clark, Commissioner, Precinct 4
Dwight D. Sullivan, County Clerk

when the following proceedings, among others, were had, to-wit:

Whereas, on August 31, 2013, one of Galveston County's most dedicated, beloved and devoted public servants, **Donald S. Glywasky**, will be leaving his position as First Assistant in the Galveston County Legal Department. The Commissioners' Court wishes to take this opportunity to express its gratitude and commemorate the many successes **Don** has enjoyed over the years; and

Whereas, a native son of Amityville, New York, we are fortunate that **Don** chose Galveston County in which to pursue the practice of Law as his lifetime profession. After graduating from the University of New York, College of Buffalo, **Don** went on to receive his Doctor of Jurisprudence from Cleveland State University in 1982. **Don** began his legal career in Texas working as an attorney for the Galveston District of the United States Army Corps of Engineers in the Office of Counsel. **Don's** potential and legal abilities were soon recognized by the former Director of the Legal Department, Harvey Bazaman and his associate Scott Lyford, and in August of 1985, he joined the County Legal Department, becoming the First Assistant in 1993. Together they formed a team that maneuvered the County through many legal trials, travails, and oftentimes controversial sticky wickets; and

Whereas, during his distinguished 28 years as an attorney for the County, **Don's** dedication, common sense, and legal knowledge were unsurpassed. **Don** quickly became known as one who could be relied upon. His devotion to his many duties and responsibilities was unquestionable and continually selfless as exemplified by his appearance before a federal three judge panel just hours after a sleepless night awaiting the birth of his son Joseph. He often sacrificed time he otherwise could have devoted to his loving family, spending many thankless late nights perfecting his powerful, yet entertaining, legal briefs; and

Whereas, **Don's** proficiency and skill as an advocate for the County was quickly and widely acknowledged by all he represented, as well as those whom he faced across a courtroom, whose respect he so justly earned. **Don's** uncanny ability to successfully pull the proverbial rabbit out of the hat in order to save the day was legendary; and

Whereas, **Don** was always readily available to those in need, be they coworkers who eagerly sought his judicial wisdom, skill and legal acumen, or elected and appointed officials who needed guidance through the maze of Texas jurisprudence. In all instances, regardless of the demands placed upon him, **Don** always maintained his level headed and even handed sense of justice; and

Whereas, **Don's** sense of duty to his community was recognized and appreciated across the County, as he dedicated and freely gave his time and talents serving as a member of the Galveston County Health District 4 C's Clinic Governing Board, as member of the local State Bar of Texas Grievance Panel, as both a Scoutmaster and Cubmaster for the Boy Scouts of America, and as president for the local Lions Club; and

Whereas, **Don's** popularity among his friends and his knowledge, skill, integrity, and dedication to duty are all admirable traits well recognized and appreciated by those who have had the pleasure of coming in contact with him. His friendship, leadership, wisdom, vision, foresight and great sense of humor will be sorely missed especially by those of us who daily worked with him; and

Whereas, the **Commissioners' Court of Galveston County** wishes to express its heart-felt appreciation to **Don** for his long and faithful service to the County and wishes him success in all his future endeavors.

Now, Therefore be it Resolved, that the **Commissioners' Court of Galveston County** issues this **Resolution of Appreciation** to **Donald S. Glywasky** thanking him for his many years of faithful and unselfish dedication and devotion to all citizens of Galveston County.

Upon Motion Duly Made and Seconded, the above Resolution was unanimously passed on this 3rd day of September 2013.

Attest:

By: County of Galveston, Texas

Dwight D. Sullivan, County Clerk

Mark A. Henry, County Judge

Ryan Dennard, Comm., Pct. #1

Kevin D. O'Brien, Comm., Pct. #2

AGENDA ITEM #6.

**ORDER LIFTING OUTDOOR BURN BAN
IN ALL UNINCORPORATED AREAS OF GALVESTON COUNTY, TEXAS**

Whereas, by Order on July 9, 2013, the Commissioners Court of Galveston County, Texas, imposed a ban on outdoor burning in all unincorporated areas of Galveston County, Texas (Outdoor Burn Ban);

Whereas, in accordance with Section 352.081(c)(2) of the Local Government Code, the Outdoor Burn Ban was issued pursuant to a finding that circumstances creating public safety hazard that would be exacerbated by outdoor burning were present in all unincorporated areas of Galveston County;

Whereas, in accordance with Section 352.081(e)(2) of the Local Government Code, the Outdoor Burn Ban Order designated authority to the County Judge to make a determination that the circumstances identified under Subsection 352.081(c)(2) no longer exist;

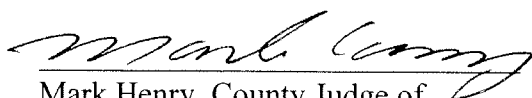
Whereas, the County Judge has authority to make a determination as to whether circumstances creating a public safety hazard that would be exacerbated by outdoor burning no longer exist and to issue an order lifting the Outdoor Burn Ban in accordance with the authority of Section 352.081 of the Local Government Code and the Order issued by the Commissioners Court on July 9, 2013; and

Whereas, unincorporated areas of Galveston County have recently received an abundance of rainfall and the County Judge **FINDS** that circumstances creating a public safety hazard that would be exacerbated by outdoor burning no longer exist in the unincorporated areas of Galveston County, Texas.

Now Therefore, it is hereby ORDERED, by the County Judge of Galveston County, Texas, in accordance with the authority of Section 352.081 of the Local Government Code and the authority granted to the County Judge in the July 9, 2013 Order issued by the Commissioners Court of Galveston County, having determined that the circumstances identified under Subsection 352.081(c)(2) of the Local Government Code no longer exist, that:

- 1.) the Outdoor Burn Ban imposed under the July 9, 2013 Order of the Commissioners Court is hereby **LIFTED**;
- 2.) this Order is and shall be effective **IMMEDIATELY** on and from its issuance; and
- 3.) this Order shall be given prompt and general publicity and shall be filed promptly with the County Clerk of Galveston County, Texas.

It is hereby **ORDERED**, on this the 26th day of August, 2013, at 9:20 a.m.


Mark Henry, County Judge of
Galveston County, Texas

AGENDA ITEM #7.b.

County Architect



MEMO

DateTuesday, August 20, 2013

Addressed to:

Galveston County Commissioners Court

Agenda Item:

The Grants Manager seeks permission to withdraw various FEMA PWs in an effort to close out Hurricane Ike and FEMA projects.

Items:

1. Galveston County Museum, 2219 Market

- a. This property reverted to the Mary Moody Northen Foundation in a settlement with the County last year. Galveston County will not provide storm damage repair to the building. The PW did not provide "significant" funding because of the penalty associated with not having flood insurance on the building. Flood insurance was not available for buildings with basements in Galveston.
- b. If approved staff will request FEMA withdraw PW 11262.

2. 4 stop elevator in North Jail

- a. This elevator is redundant in the new Record Storage facility and does not service all 5 floors. A request to use these funds as an "Alternate" project might limit County's reimbursement for other FEMA PW repairs in the facility.
- b. If approved staff will request FEMA withdraw PW 14641

Dudley Anderson, County Architect

AGENDA ITEM #8.



THE COUNTY OF GALVESTON

RUFUS G. CROWDER, CPPO, CPPB
PURCHASING AGENT

COUNTY COURTHOUSE
722 Moody (21st Street)
Fifth (5th) Floor
GALVESTON, TEXAS 77550
(409) 770-5371

GWEN MCLAREN, CPPB
ASST. PURCHASING AGENT

August 27, 2012

Honorable County Judge
And Commissioners' Court
County Courthouse
Galveston, Texas

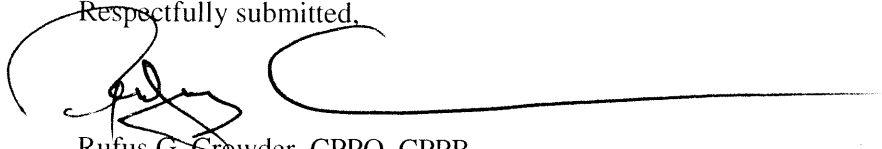
Re: **Galveston County Purchasing Agent's FY2014 Budget**

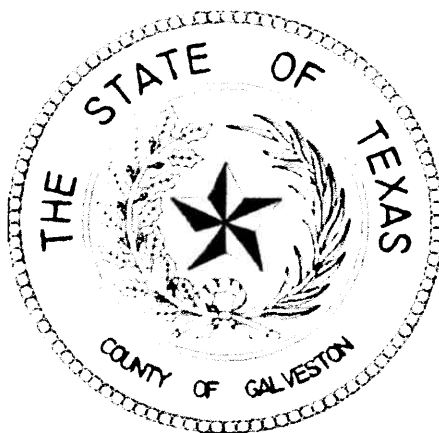
Gentlemen,

On August 15, 2013, the Purchasing Board met and approved the Galveston County Purchasing Agent's FY2014 budget.

Please find attached the supporting documentation from the meeting.

Respectfully submitted,


Rufus G. Crowder, CPPO, CPPB
Purchasing Agent
County of Galveston



Pursuant to L.G.C. 262.011 at a meeting called August 15, 2013, for the purpose of reviewing and approving the budget of the Purchasing Agent of Galveston County for the fiscal year beginning October 1, 2013 and ending September 30, 2014, the following action was approved:

That the fiscal year 2014 budget for the Galveston County Purchasing Agent including salaries, supplies, services, etc. is set at **\$592,516.00**

A handwritten signature in dark ink, appearing to read "Rufus G. Crowder", written over a horizontal line.

Rufus G. Crowder, CPPO CPPB
Galveston County Purchasing Agent

Approved this the 15th day of August, 2013.

A handwritten signature in dark ink, appearing to read "John Ellis", written over a horizontal line.

Honorable Judge John Ellis, 122nd Judicial District Court

Absent

Honorable Judge Susan Criss, 212th Judicial District Court

A handwritten signature in dark ink, appearing to read "Janis L. Yarbrough", written over a horizontal line.

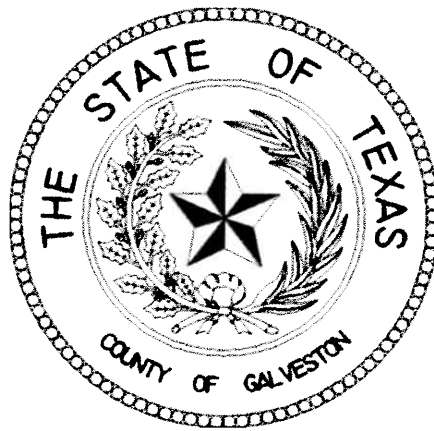
Honorable Judge Janis L. Yarbrough, 306th Judicial District Court

A handwritten signature in dark ink, appearing to read "Mark Henry", written over a horizontal line.

Honorable Judge Mark Henry, County Judge

A handwritten signature in dark ink, appearing to read "Ken Clark", written over a horizontal line.

Honorable Commissioner Ken Clark, Precinct 4



August 15, 2013

Honorable Members of the Purchasing Agent Board
Honorable Judge John Ellisor
Honorable Judge Susan Criss
Honorable Judge Janis L. Yarbrough
Honorable Judge Mark Henry
Honorable Commissioner Ken Clark

Dear Honorable Members,

The County Purchasing Agent is submitting the approved budget for the Purchasing Agent's department for fiscal year 2014, which totals \$592,516. This year's budget request reflects an approximate 2.37% increase over the FY2013 amended budget of \$578,000 due in part to one -time requests for non-capital supply items (conference room projectors and screens), salary and certification pay adjustments including a 1.5% COLA.

Thank you for your consideration in this matter.

Respectfully submitted,

Rufus G. Crowder, CPPO CPPB
Purchasing Agent
County of Galveston

Galveston County, Texas
Department Budget History and Recommended Budget (Expenditures)

1101 Fund: General Fund

1518 Department: Purchasing Department

151800 Division: Purchasing

| 2011 Actual Expenditure | 2012 Actual Expenditure | 2013 Approved Budget | 2013 Amended Budget | Object | Description | 2014 Base Budget | 2014 Department Request | 2014 Recommended Budget |
|--------------------------------------|-------------------------------|----------------------------|---------------------------|---------|---------------------------------|------------------------|-------------------------------|-------------------------------|
| 51 Personal Services | | | | | | | | |
| 377,414 | 361,866 | 405,500 | 405,500 | 5100000 | Salaries | 417,200 | 407,200 | 417,200 |
| 42,959 | 41,087 | 47,400 | 47,400 | 5151000 | Grp Hlth Insur | 45,900 | 45,900 | 45,900 |
| 5,557 | 5,282 | 6,300 | 6,300 | 5152102 | Medicare FICA | 6,500 | 6,400 | 6,500 |
| 35,392 | 34,879 | 41,900 | 41,900 | 5153000 | Pension | 46,200 | 45,100 | 46,200 |
| 33,350 | 31,717 | 35,600 | 35,600 | 5154000 | Alternate Plan | 36,600 | 35,800 | 36,600 |
| 0 | 0 | 2,800 | 2,800 | 5154111 | Alt Pln-Nonp Emp | 2,800 | 2,800 | 2,800 |
| 494,674 | 474,833 | 539,500 | 539,500 | | Subtotals: | 555,200 | 543,200 | 555,200 |
| 53 Supplies | | | | | | | | |
| 3,537 | 2,706 | 5,200 | 5,200 | 5310000 | Supp & Materials | 5,200 | 4,000 | 4000 |
| 0 | 0 | 1,900 | 1,900 | 5310001 | Dpt Supp NonCap | 0 | 1,980 | 1980 |
| 3,537 | 2,706 | 7,100 | 7,100 | | Subtotals: | 5,200 | 5,980 | 5980 |
| 54 Other Services and Charges | | | | | | | | |
| 0 | 0 | 1,700 | 1,700 | 5492111 | Phone Cellular | 0 | 636 | 636 |
| 19,525 | 21,957 | 22,000 | 22,000 | 5493101 | Legal Advert | 22,000 | 22,000 | 22000 |
| 4,711 | 1,100 | 0 | 0 | 5495100 | DO NOT USE | 0 | 0 | 0 |
| 7,307 | 7,653 | 7,000 | 7,000 | 5496100 | Travel and Educa | 0 | 7,000 | 7000 |
| 199 | 508 | 500 | 500 | 5496301 | Auto Mileage | 500 | 500 | 500 |
| 769 | 897 | 1,000 | 1,000 | 5498000 | Membership/Dues | 0 | 1,200 | 1200 |
| 32,512 | 32,116 | 32,200 | 32,200 | | Subtotals: | 22,500 | 31,336 | 31336 |
| Fund Cost Center Totals: | | | | | | | | |
| 530,725 | 509,656 | 578,800 | 578,800 | | Fund Cost Center Totals: | 582,900 | 584,580 | 592516 |

GALVESTON COUNTY PERSONNEL FISCAL YEAR 2014

| Fund | Department - Division Assigned | FY13 Current Position | Name | Type | FY13 Current FTE | 2013 Current Budget Grade | FY13 Current Annual Salary and Certification Pay | FY14 Requested Position | 2014 Requested Budget Grade | FY14 Requested Annual Salary and Certification Pay | Variance Requested Vs. Current |
|---------|--------------------------------|------------------------------|------------------------------|------|------------------|---------------------------|--|------------------------------|-----------------------------|--|--------------------------------|
| General | County Purchasing | Purchasing Agent | Crowder, Rufus G | FTB2 | 1.00 | 000 | 98,799 | Purchasing Agent | 000 | 100,781 | 1,982 |
| General | County Purchasing | Assistant Purchasing Agent | McLaren, Gwendolyn A | FTBE | 1.00 | 23E | 68,508 | Assistant Purchasing Agent | 23E | 70,036 | 1,528 |
| General | County Purchasing | Administrative Coordinator | McCullough, Darla A | FTBE | 1.00 | 16K | 48,485 | Administrative Coordinator | 16K | 49,712 | 1,227 |
| General | County Purchasing | Senior Buyer | Quiroga, Erin | FTBE | 1.00 | 16G | 43,925 | Senior Buyer | 16G | 45,084 | 1,159 |
| General | County Purchasing | Fixed Asset Property Manager | Beshears, Vickie J | FTBE | 1.00 | 16E | 41,808 | Fixed Asset Property Manager | 16G | 45,084 | 3,276 |
| General | County Purchasing | Buyer II | Stinson, William | FTBE | 1.00 | 14A | 34,314 | Buyer II | 14C | 37,093 | 2,779 |
| General | County Purchasing | Contract Administrator | Guess, Denise F | FTBE | 1.00 | 20C | 36,364 | * Contract Administrator | 20C | 37,284 | 920 |
| General | County Purchasing | Administrative Assistant | Pleasant, Shakisha Charlotte | FTBE | 1.00 | 12A | 31,087 | Administrative Assistant | 12A | 32,053 | 966 |
| General | County Purchasing | Totals | | | 8.00 | | \$403,290 | Totals | | \$417,127 | \$13,837 |

* Total salary for this position is \$48,485. The remaining salary is paid with grant funding.

** FY14 Requested Annual Salary and Certification Pay reflect a 1.5% COLA



Travel and Education Request

FY 2014

| | | |
|------------------------|-----------------------------|-------------------------------|
| Fund No: 1101 | Department Name: Purchasing | Today's Date: |
| Cost Center No: 151800 | Division Name: | Contact Person: Rufus Crowder |

Complete 1 Line For Each Travel or Education Request (multiple staff attending the same event equals 1 request)

| Description of Request | Destination | Event Date(s) | No. of Staff | Names/Positions of Staff | Description of Benefit to County | Requested Amount |
|---|----------------------|--------------------|--------------|--------------------------|---|------------------|
| NIGP 69th Annual Forum & Producers Exposition | Philadelphia, PA | August 22-28, 2013 | 1 | Rufus Crowder | Education, Networking, Professional Development | \$2,100.00 |
| Texas Public Purchasing Association | Austin | TBD | 1 | Rufus Crowder | Purchasing Agent continuing education as required by local government code. | \$1,800.00 |
| Introduction to Public Purchasing | Various Texas Cities | TDB | 1 | William Stinson | Professional Development and Certification | \$950.00 |
| Sourcing in the Public Sector | Various Texas Cities | TBD | 1 | William Stinson | Professional Development and Certification | \$950.00 |
| SunGard User Group Association (SUGA) National Conference | TBD by SunGard | Varies | 1 | Gwen McLaren | Financial System Knowledge Base and Education | \$1,200.00 |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| Total Requested Travel and Education Budget | | | | | | \$7,000.00 |

Cell Phone and Cell Phone Allowance Request

Fiscal Year 2014

Department Name: Purchasing

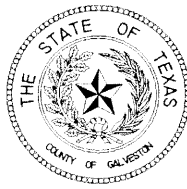
Contact Person: Rufus Crowder

Contact Number: 409-770-5372

Complete 1 Line For Each Request

[illegible]

AGENDA ITEM #9.



THE COUNTY OF GALVESTON

RUFUS CROWDER, CPPO CPPB
PURCHASING AGENT

GWEN MCLAREN, CPPB
ASST. PURCHASING AGENT

COUNTY COURTHOUSE
722 Moody (21st Street)
Fifth (5th) Floor
Galveston, Texas 77550
(409) 770-5371

August 28, 2013

Honorable County Judge
And Commissioners' Court
County Courthouse
Galveston, Texas

**Re: Request to Utilize Authorized Purchasing Cooperative
Microsoft Office License**

Gentlemen,

It is requested that the Commissioners' Court grant an exemption from the competitive bid requirement(s) set forth in Texas Local Government Code, Section 262.023, Competitive Requirements for Certain Purchases, and that authorization be granted to the Purchasing Agent to utilize an approved purchasing cooperative to procure the following from SHI in the amount of \$234,240.00:

- **One (1) Microsoft Office License**

All contracts available to members of these cooperatives have been awarded by public competitive procurement processes compliant with state statutes and made available for use by participating local governments.

Your consideration in this matter will be greatly appreciated.

Respectfully submitted,

A handwritten signature in cursive script that reads "Gwen McLaren, CPPB".

Gwen McLaren, CPPB
Assistant Purchasing Agent
County of Galveston

Attachment

McCullough, Darla

From: Allen, JJ
Sent: Wednesday, August 28, 2013 9:08 AM
To: McCullough, Darla
Cc: Crowder, Rufus
Subject: Commissioners Court

Darla,

Can you please put on the agenda an Exception to the RFP process in lue of DIR pricing for Microsoft Office for Desktop Refresh?

Thank you,

*JJ Allen
Administrative Coordinator
Information Technology
Galveston County
Phone 409-770-6013
Fax 409-765-2665
email: jj.allen@co.galveston.tx.us*



Pricing Proposal
Quotation #: 6951728
Created On: Aug-12-2013
Valid Until: Sep-09-2013

GALVESTON CO

Lauren Michaels

Phone: (409) 770-6233

Fax: (409) 765-2665

Email: Lauren.Michaels@co.galveston.tx.us

Inside Account Manager

Meghan Reedy

1301 South Mo-Pac Expressway

Suite 375

Austin, TX 78746

Phone: 1-800-870-6079

Fax: 512-732-0232

Email: Meghan_Reedy@shi.com

All Prices are in US Dollar (USD)

| Product | Qty | Your Price | Total |
|---|-----|------------|--------------|
| 1 Microsoft Office Standard 2013 - License - 1 PC - Select, Select Plus - Win - Single Language Microsoft - Part#: 021-10293 Note: BuyBoard 409-12 | 960 | \$244.00 | \$234,240.00 |
| Total | | | \$234,240.00 |

Additional Comments

Good afternoon. Here is the price quote you requested.

Please provide end-user contact information (first name, last name, and email address) for all orders. Not including this information may result in a delay in order processing.

Also, please include SHI quote number on your PO. Please contact me if you have any questions.

The Products offered under this proposal are subject to the SHI Return Policy posted at www.shi.com/returnpolicy, unless there is an existing agreement between SHI and the Customer.

AGENDA ITEM #10.



THE COUNTY OF GALVESTON

**RIGHT OF WAY /
REAL ESTATE SERVICES**

722 Moody, 1st Floor
Galveston, Texas 77550

August 26, 2013

(409) 770-5577
(281) 316-8300, Ext. 5577

Honorable Mark Henry, County Judge
Hon. Galveston County Commissioners' Court
Galveston County Courthouse
722 Moody
Galveston, Texas 77550

Re: Parcel 141– F.M. 646
Limits: F.M. 1764 to S.H. 6

Gentlemen:

For your consideration, we are attaching copy of deed covering Parcel 116 required for the captioned F.M. 646 Project. Parcel 141, owned by Neelkanth, Inc., a Texas Corporation, consists of 1,083 square feet of land, improvements and damages. The damages are determined by difference between the fair market value of the property before the taking and the fair market after the taking. This parcel was appraised at \$137,926.00, broken down as follows:

| | |
|--|-------------------|
| 1,083 s/f Land | \$ 2,762.00 |
| Improvement- Pavement | 212.00 |
| Damages due to proximity of structure to new r/w | <u>134,952.00</u> |
| | \$137,926.00 |

TxDOT will reimburse the County for 90% of the right of way cost.

If you are agreeable to accepting this deed, please authorize issuance of a check in the amount of \$137,926.00 payable to South Land Title, who will be closing on the transaction.

Yours very truly,

A handwritten signature in cursive script that reads "Claudette Fickessen".

Claudette Fickessen

cf
Encl.

Notice of Confidentiality Rights: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: your Social Security Number or your Driver's License Number.



Form ROW-N-14
(Rev. 08/11)
Page 1 of 2

DEED

STATE OF TEXAS

§

ROW CSJ: 0978-01-032

§

Parcel 141 F.M. 646

COUNTY OF GALVESTON

§

WHEREAS, the Texas Transportation Commission is authorized under the Texas Transportation Code Chapters 203, 224, and 228 to purchase land and such other property rights (including requesting that counties and municipalities acquire highway right of way) deemed necessary or convenient to a state highway or turnpike project to be constructed, reconstructed, maintained, widened, straightened, or extended, or to accomplish any other purpose related to the location, construction, improvement, maintenance, beautification, preservation, or operation of a state highway or turnpike project, and

WHEREAS, the Texas Transportation Commission is also authorized under Texas Transportation Code, Chapter 203 to acquire or request to be acquired such other property rights deemed necessary or convenient for the purposes of operating a state highway or turnpike project, with control of access as necessary to facilitate the flow of traffic and promote the public safety and welfare on both non-controlled facilities and designated controlled access highways and turnpike projects;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That, NEELKANTH, INC., a Texas Corporation, of the County of Galveston, State of Texas, hereinafter referred to as Grantors, whether one or more, for and in consideration of the sum of One Hundred and Thirty-Seven Thousand, Nine Hundred and Twenty-Six & No/100 Dollars (\$137,926.00) to Grantors in hand paid by the State of Texas, acting by and through the Texas Transportation Commission, hereinafter sometimes referred to as Grantee, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto the State of Texas all that certain tract or parcel of land lying and being situated in the County of Galveston, State of Texas, more particularly described in Exhibit "A," which is attached hereto and incorporated herein for any and all purposes.

SAVE and EXCEPT, HOWEVER, it is expressly understood and agreed that Grantors are retaining title to the following improvements located on the property described in said Exhibit "A" to wit: None

Grantors reserve all of the oil, gas and sulphur in and under the land herein conveyed but waive all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling for same; however, nothing in this reservation shall affect the title and rights of the Grantee, its successors and assigns, to take and use all other minerals and materials thereon, therein and thereunder.



★ N 1 4 ★

Grantors hereby acknowledge that their use of and access to the state highway facilities and/or turnpike project to be constructed in conjunction with the highway facility of which the land hereby conveyed shall become a part (herein called Highway Facility), shall be and forever remain subject to the same regulation by legally constituted authority as applies to the public's use thereof; and Grantors further acknowledge that the design and operation of such Highway Facility requires that rights of ingress and egress and the right of direct access to and from Grantors' remaining property (if any) to said Highway Facility, shall hereafter be governed by the provisions set out in said Exhibit "A", **SAVE AND EXCEPT** in the event access, or access points may be specifically allowed or permitted in said Exhibit "A", such access shall be subject to such regulation as is determined by the Texas Department of Transportation and/or the Texas Turnpike Authority Division to be necessary in the interest of public safety and in compliance with approved engineering principles and practices and subject to compliance with any applicable local municipal or county zoning, platting and/or permit requirements.

TO HAVE AND TO HOLD the premises herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto the State of Texas and its assigns forever; and Grantors do hereby bind ourselves, our heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto the State of Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, this instrument is executed on this the _____ day of _____, 2013.

NEELKANTH, INC., a Texas Corporaton

By: _____
Narinder Kumar, President

Corporate Acknowledgement

State of Texas
County of Galveston

This instrument was acknowledged before me on this the _____ day of _____, 2013, by Narinder Kumar, President of Neelkanth, Inc., a Texas Corporation, on behalf of said corporation..

Notary Public's Signature

☐

EXHIBIT "A"

County: Galveston
Highway: FM 646
Limits: From FM 517 to SH 6
ROW CSJ: 0978-01-032
ROW Account: 8012-02-068

Property Description for
Parcel 141

BEING a 0.025 of one acre (1,083 square feet) parcel of land located in the Mary Austin Survey, Abstract No. 14, Galveston County, Texas, being a portion of Lot 8, Thaman's First Subdivision of record in Volume 231, Page 6 of the Galveston County Map Records, Texas (G.C.M.R.) and being a portion of that certain calculated 0.201 acre tract of land conveyed to Rambhai S. Patel by deed of record in County Clerk File No. 9960539, Film Code No. 014-12-0350 of the Official Public Records of Real Property Galveston County, Texas (O.P.R.O.R.P.G.C.); said 0.025 of one acre being more particularly described as follows:

COMMENCING at a 1/2-inch iron rod found for an angle point in the northerly line of that certain calculated 0.713 acre tract of land conveyed to Bill D. Moody & Wife Bessie P. Moody by deed of record in Volume 965, Page 137 of the Deed Records of Galveston County, Texas (G.C.D.R.), being the southerly line of said 0.201 acre tract;

THENCE, South 40°43'01" West, along the northerly line of said 0.713 acre tract, being the southerly line of said 0.201 acre tract, a distance of 27.49 feet to a 5/8-inch iron rod with aluminum cap stamped "TxDOT" set in the proposed easterly right-of-way line of FM 646 and for the POINT OF BEGINNING of the herein described parcel having surface coordinates of X = 3,213,164.11, Y = 13,710,787.50;

- 1.) THENCE, South 40°43'00" West, continuing along the southerly line of said 0.201 acre tract, being the northerly line of said 0.713 acre tract, a distance of 13.63 feet to a point in the existing right-of-way line of FM 646 (100 foot right-of-way.) recorded in Volume 735, Page 465, G.C.D.R., being the southwesterly corner of said 0.201 acre tract, same being the northwesterly corner of said 0.713 acre tract, from which a 1-inch iron pipe found bears South 54°43' West, a distance of 0.30 feet;
- 2.) THENCE, North 01°55'43" West, along the existing easterly right-of-way line of FM 646, being the westerly line of said 0.201 acre tract, a distance of 122.11 feet to a railroad spike found marking the intersection of the existing easterly right-of-way line of FM 646 with the existing southerly right-of-way line of Moody Drive (60 foot right-of-way) recorded under County Clerk File No. 8408445, Film Code No. 002-85-0619, O.P.R.O.R.P.G.C., being the northwesterly corner of said 0.201 acre tract;
- 3.) THENCE, North 88°04'44" East, along the existing southerly line of said Moody Drive, being the northerly line of said 0.201 acre tract, a distance of 9.26 feet to 5/8-inch iron rod with aluminum cap stamped "TXDOT" set in the proposed easterly right-of-way line of FM 646; **

EXHIBIT "A"

- 4.) THENCE, South 01°55'00" East, along the proposed easterly right-of-way line of FM 646, a distance of 112.08 feet to the POINT OF BEGINNING and containing 0.025 of one acre (1,083 square feet) of land.

Notes:

All bearings and coordinates are based on the Texas Coordinate System, South Central Zone, North American Datum 1983 (1996 Adjustment); all distances and coordinates are surface and may be converted to grid by dividing by a combined adjustment factor of 1.00013.

** The monument described and set in this call may be replaced with a TxDOT Type II right-of-way marker upon completion of the highway construction project under the supervision of a Registered Professional Land Surveyor, either employed or retained by TxDOT.

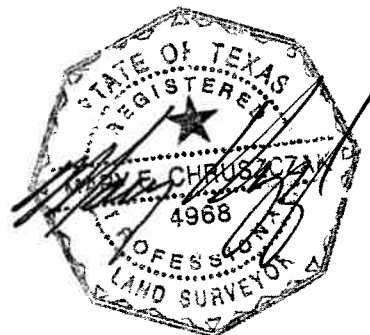
Access is permitted to the highway facility from the remainder of the property adjacent to this parcel.

A plat of even survey date herewith accompanies this property description.

I certify that the survey was performed on the ground under my supervision on August 15, 2003.

Prepared By:

GeoSolutions, Ltd.
1440 Lake Front Circle, Suite 110
The Woodlands, Texas 77380
Tel. 281-681-9766



4-18-06

LEGE

- Set 5/8" IR w/TxDOT Alum. Cap
- Fnd. 5/8" IR w/TxDOT Alum. Cap
- Set 5/8" Iron Rod with GS Cap (unless otherwise noted)
- Fnd. (Type Indicated at Location)
- GAS PUMP
- MONITOR WELL
- WATER METER
- 2'X2' GAS COVER
- PROPERTY LINE
- SURVEY LINE
- LANDHOOK
- BREAK

P.O.B. POINT OF BEGINNING
P.O.C. POINT OF COMMENCING
STA. STATION
OFF. OFFSET
R.O.W. RIGHT OF WAY
N.T.S. NOT TO SCALE

F.M. 646

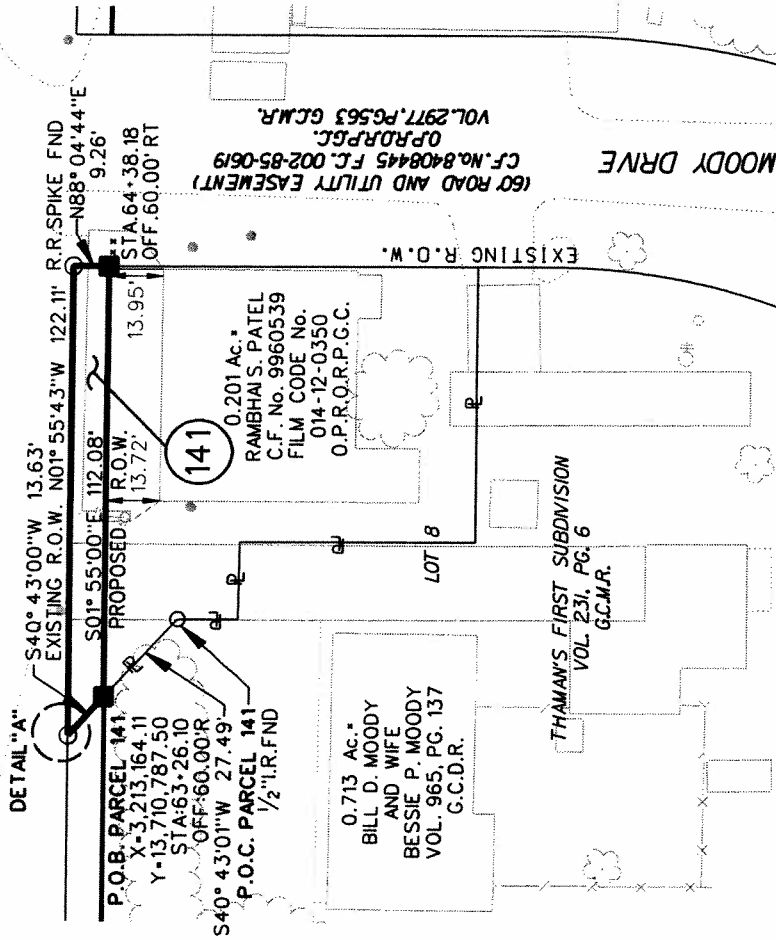
RECORD INFORMATION
VOL. 735, PG. 465
G.C.D.R.

NOTES:

- ALL BEARINGS AND COORDINATES SHOWN ARE BASED ON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD 83 (1996 ADJ.). ALL COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY TxDOT CONVERSION FACTOR OF 1.00013.
- THE MONUMENT DESCRIBED AND SET IN THIS CALL MAY BE REPLACED WITH A TxDOT TYPE II RIGHT OF WAY MARKER UPON THE COMPLETION OF THE HIGHWAY CONSTRUCTION PROJECT UNDER THE SUPERVISION OF A REGISTERED PROFESSIONAL LAND SURVEYOR, EITHER EMPLOYED OR RETAINED BY TxDOT.
- THIS MAP IS BASED ON ABSTRACTING PERFORMED BY POSTLE PROPERTY SERVICES IN MAY 2003. MAP COMPLETED IN APRIL, 2006.
- PROPERTY DESCRIPTION OF EVEN DATE HAS BEEN PREPARED IN CONJUNCTION WITH THIS PARCEL PLAT.
- ACCESS IS PERMITTED TO THE HIGHWAY FACILITY FROM THE REMAINDER OF THE PROPERTY ADJACENT TO THIS PARCEL.

DEED REFERENCES WITH VOL. AND PG. ARE OF THE GALVESTON COUNTY DEED RECORDS. G.C.M.R. INDICATES GALVESTON COUNTY PLAT RECORDS, AND C.F. INDICATES CLERKS FILE NO. OF THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF GALVESTON COUNTY.

N 01° 55' 00" W
FM 646 (100' R.O.W.)
PROPOSED BASELINE
65+00



MARY AUSTIN SURVEY A-14

* CALCULATED AREA

REVISIONS:

| EXISTING | TAKING | REMAINING |
|-----------|----------------------------|-----------|
| 0.201 Ac. | 0.025 Ac. 1,083 Sq. Ft. | 0.176 Ac. |

GEO Solutions, Ltd.

Tel. (281) 681-9766 Fax (281) 681-9779

PARCEL 141
FM 646

GALVESTON COUNTY, TEXAS
R.O.W. C.S.J.: 0978-01-032

DATE: APRIL, 2006

ACCOUNT NO. 8012-02-068

PAGE 3 OF 3

PARCEL 141

AGENDA ITEM #11.

Galveston County Elected Official Salary Grievance Committee
Public Hearing
August 26, 2013, 1:30 p.m.

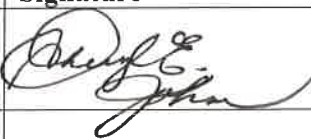
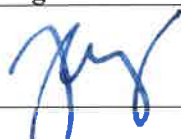





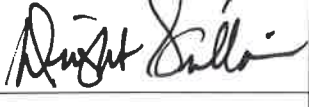
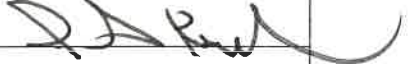
Official requesting hearing: Hon. Jim Schweitzer, Justice of the Peace, Precinct No. 1

Commissioners' Court Proposed Salary FY 2014: \$52,067

Increase requested by Judge Schweitzer: \$10,384

56,206

Recommendation by Salary Grievance Committee: \$ _____

| For | | Against | |
|--|--|----------------------|---|
| Printed Name | Signature | Printed Name | Signature |
| 15482 +5482 +5482 CERYLE E. JOHNSON |  | JACK RAY |  |
| TIFFANY L. HANSON |  | Henry Trocheseet |  |
| Kevin Walsh |  | Kathleen E. Kaminski |  |
| | | William L. Olson Jr |  |
| | | DWIGHT SULLIVAN |  |
| | | John Kinn |  |
| | | | |
| | | | |
| | | | |


Galveston County Elected Official Salary Grievance Committee
Public Hearing
August 26, 2013, 1:30 p.m.

Official requesting hearing: Hon. Darrell A. Apffell, Justice of the Peace, Precinct No. 5

Commissioners' Court Proposed Salary FY 2014: \$57,671

Increase requested by Judge Apeffell: \$4,780

Recommendation by Salary Grievance Committee: \$ _____

| For | | Against | |
|----------------------------|---|--------------|-----------|
| Printed Name | Signature | Printed Name | Signature |
| 5512 John King |  | | |
| +5512 \$63,183 Kevin Walsh |  | | |
| 5512 DWIGHT SULLIVAN |  | | |
| +5512 TIFFANY L HANSON |  | | |
| 5512 William L. Gentry |  | | |
| +5512 Kathleen E. Kaminski |  | | |
| 5512 Henry Trubesset |  | | |
| 5512 CHERYL E. JOHNSON |  | | |
| 4780 5512 JACQUELINE |  | | |

63,183


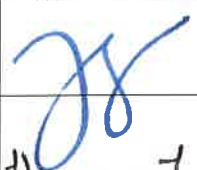
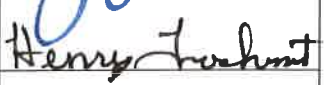

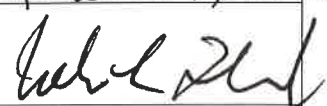




Galveston County Elected Official Salary Grievance Committee
Public Hearing
August 26, 2013, 1:30 p.m.

Official requesting hearing: Hon. James W. Woltz, Justice of the Peace, Precinct No. 8-2

Commissioners' Court Proposed Salary FY 2014: \$52,067

Increase requested by Judge Woltz: \$10,384

Recommendation by Salary Grievance Committee: \$ _____

| For | | Against | |
|-------------------------|---|----------------------|---|
| Printed Name | Signature | Printed Name | Signature |
| 57259 CHERYL E. JOHNSON |  | JACQUELINE |  |
| | | Henry Trochesset |  |
| | | Kathleen E. Kaminski |  |
| | | William L. Glenn |  |
| | | TIFFANY L. HANSON |  |
| | | DAVID SULLIVAN |  |
| | | Kevin Walsh |  |
| | | John K. Walsh |  |
| | | | |



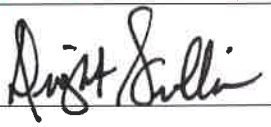

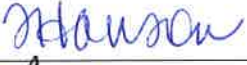



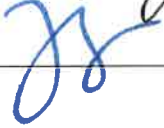
Galveston County Elected Official Salary Grievance Committee
Public Hearing
August 26, 2013, 1:30 p.m.

Official requesting hearing: Hon. Michael W. Nelson, Justice of the Peace, Precinct No. 4

Commissioners' Court Proposed Salary FY 2014: \$63,183

Increase requested by Judge Nelson: _____

Recommendation by Salary Grievance Committee: \$ _____

| For | | Against | |
|-------------------------|---|----------------------|---|
| Printed Name | Signature | Printed Name | Signature |
| +3040 Kevin Walsh |  | John Kinard |  |
| 3772 DWIGHT SULLIVAN |  | Kathleen E. Kaminski |  |
| +3040 TIFFANY HANSON |  | | |
| 3040 William Holman |  | | |
| +3040 Henry Trochesset |  | | |
| +3040 CHERYL E. JOHNSON |  | | |
| +3040 JACK ROAM |  | | |
| | | | |
| | | | |

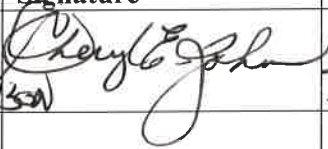
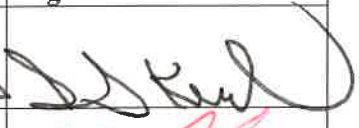




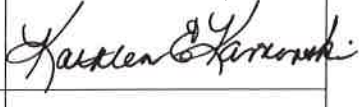
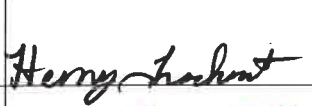

Galveston County Elected Official Salary Grievance Committee
Public Hearing
August 26, 2013, 1:30 p.m.

Official requesting hearing: Hon. Sonny James, Justice of the Peace, Precinct No. 3

Commissioners' Court Proposed Salary FY 2014: \$52,067

Increase requested by Judge James: \$10,384

Recommendation by Salary Grievance Committee: \$ _____

| For | | Against | |
|------------------------------|---|----------------------|---|
| Printed Name | Signature | Printed Name | Signature |
| 621451 CHARLES E. JOHNSON |  | John Kinard |  |
| | | Kevin Walsh |  |
| | | DWIGHT SULLIVAN |  |
| | | TIFFANY L. HANSON |  |
| | | William L. Dean, Jr. |  |
| | | Kathleen E. Kaminski |  |
| | | Henry Trachsel |  |
| | | JACK ROADY |  |
| | | | |







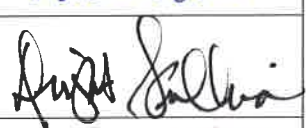

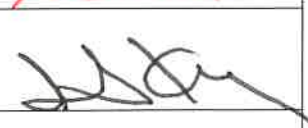
Galveston County Elected Official Salary Grievance Committee
Public Hearing
August 26, 2013, 1:30 p.m.

Official requesting hearing: Hon. Penny L. Pope, Justice of the Peace, Precinct No. 2

Commissioners' Court Proposed Salary FY 2014: \$52,067

Increase requested by Judge Pope: \$10,384

Recommendation by Salary Grievance Committee: \$ _____

| For | | Against | |
|----------------------------|---|----------------------|---|
| Printed Name | Signature | Printed Name | Signature |
| 57,259 CHERYL E JOHNSON |  | JACK RORRY |  |
| | | Henry Trachsel |  |
| | | KATHLEEN E. KAMINSKI |  |
| | | William L. Glenn Jr |  |
| | | TIFFANY L HANSON |  |
| | | DWIGHT SULLIVAN |  |
| | | Kevin Walsl |  |
| | | John Kendor |  |
| | | | |


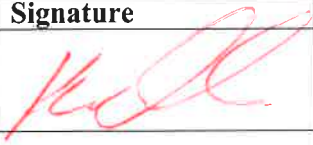







Galveston County Elected Official Salary Grievance Committee
Public Hearing
August 26, 2013, 1:30 p.m.

Official requesting hearing: James Fullen, Constable, Precinct No. 4

Commissioners' Court Proposed Salary FY 2014: \$63,183

Increase requested by Constable Fullen: \$1,800

Recommendation by Salary Grievance Committee: \$ _____

| For | | Against | |
|-----------------------------|---|--------------|---|
| Printed Name | Signature | Printed Name | Signature |
| JACK ROADY |  | Kevin Wald |  |
| CHERYL E JOHNSON |  | | |
| Henry Trochesset |  | | |
| KATHLEEN C. KAMINSKI |  | | |
| William L. Glenn | | | |
| William L. Glenn Jr |  | | |
| TIFFANY L. HANSON |  | | |
| DWIGHT SULLIVAN |  | | |
| John Kincaid |  | | |

Galveston County Elected Official Salary Grievance Committee
Public Hearing
August 26, 2013, 1:30 p.m.

Official requesting hearing: Hon. Pat Vondra, Justice of the Peace, Precinct No. 6

Commissioners' Court Proposed Salary FY 2014: \$52,067

Increase requested by Judge Vondra: \$10,384

Recommendation by Salary Grievance Committee: \$ _____

| For | | Against | |
|------------------------------------|-----------------|----------------------|----------------------|
| Printed Name | Signature | Printed Name | Signature |
| 57,217 annually CHERYL E. JANKO | Cheryl E. Janko | John Kump | John Kump |
| | | Kevin Walsh | Kevin Walsh |
| | | Dwight Sullivan | Dwight Sullivan |
| | | TIFFANY L. HANSON | Tiffany L. Hanson |
| | | William L. Gannon | William L. Gannon |
| | | Kathleen E. Kaminski | Kathleen E. Kaminski |
| | | Henry Trachesset | Henry Trachesset |
| | | JACK ROAGY | Jack Roagy |
| | | | |

AGENDA ITEM #12.

COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT

GALVESTON COUNTY

123 ROSENBERG SUITE 4040 GALVESTON, TEXAS 77550

409-766-2425

FAX: 409-770-5530

Janis Bane, Director



Dan Moore, Deputy Director

August 19, 2013

Galveston County Judge Mark Henry
Commissioner Precinct 1 Ryan Dennard
Commissioner Precinct 2 Kevin O'Brien
Commissioner Precinct 3 Stephen D. Holmes
Commissioner Precinct 4 Ken Clark

Honorable Judge and Commissioners:

Please find attached the Fiscal Year 2014 – 2015 budget allocations from the Texas Department of Criminal Justice – Community Justice Assistance Division and corresponding budgets for Department programs for the next biennium. The programs are included in the FY 2014 – 2015 Galveston County Community Justice Plan and the budgets are approved by the Galveston County Community Supervision and Corrections Board of Judges. This information is provided for the Court's information pursuant to Local Government Code 140.004.

Respectfully Submitted,

A handwritten signature in cursive script that reads "Janis Bane".

Janis Bane, Director

Attachments

Texas Department of Criminal Justice-Community Justice Assistance Division
State Funding Allocation for Galveston County Community Supervision and
Corrections Department

FY 2014 - 2015

| | | |
|-------------|---|---------------------|
| 2014 | Basic Supervision Funding | \$797,817.00 |
| | <ul style="list-style-type: none">• Based on Offender Population | |
| 2014 | Community Corrections Funding | \$431,321.00 |
| | <ul style="list-style-type: none">• Based on County Population• Funds for Specialized Caseloads | |
| 2014 | Diversion Program Funding | \$115,000.00 |
| | <ul style="list-style-type: none">• Additional Grant funding for Mental Health Initiative• Gulf Coast Center Collaborative Program | |

**APPLICATION INFORMATION SHEET
FISCAL YEARS 2014 AND 2015**

Program Title AND ID Number: Basic Supervision 900

Agency Name: Galveston County CSCD

Address: 123 Rosenberg, Suite 4040

City/Zip: Galveston, TX 77550

Phone: 713-770-5505

Fax: 713-770-5530

Chief County: Galveston

Fed. Employer ID #: _____

E-mail Address: Janis.bane@co.galveston.tx.us

CSCD Personnel Serve Juvenile Offenders: ☐ YES ☒ NO

Official Fiscal Officer (Name & Title): Randall Rice, Galveston County Auditor

Address: 722 Moody, 4th Floor

City/Zip: Galveston, TX 77550

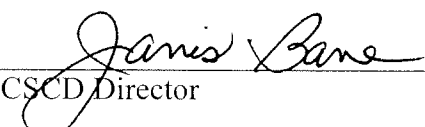
Phone: 409-770-5300

Fax: 409-765-3252

E-mail Address: Randall.rice@co.galveston.tx.us

*If the Fiscal Officer is not a County Official, please specify: _____

This budget request has been approved in accordance with the adopted Community Justice Plan approval procedures established by the local judges responsible for the CSCD's Community Justice Plan, which is in compliance with the Open Meetings Act, Government Code 551 and Government Code 76.002 (a).


CSCD Director

8-01-13
Date

TEXAS DEPARTMENT OF CRIMINAL JUSTICE
Community Justice Assistance Division
INITAL BUDGET - 2014/2015 BIENNIUM
DATE RECEIVED: 7/23/2013

APPROVED BY: _____
 Nancy Espinoza, TDCJ-CJAD Budget Director

DATE APPROVED: _____

| | | | | | |
|--------------|-------------------------|----------------------|----------------------------|------------------------|---------------------|
| CSCD: | Program: | Funding Type: | Other Funding Type: | Current Status: | Status Date: |
| Galveston | 900 - Basic Supervision | BS | | Editable | 7/23/2013 |

| | | |
|---|---------------------|---------------------|
| FISCAL YEARS: | 2014 | 2015 |
| REVENUE: | | |
| TDCJ Funding | \$ 797,817 | \$ 797,817 |
| SAFPF Payments (Basic Supervision Only) | \$ 4,000 | \$ 4,000 |
| Comm. Sup. Fees Collected (Basic Sup. Only) | \$ 1,350,000 | \$ 1,350,000 |
| Payments By Program Participants | \$ 8,000 | \$ 8,000 |
| Interest Income (Basic Supervision Only) | \$ 4,500 | \$ 4,500 |
| Carry Over from Previous Fiscal Year | \$ 609,000 | \$ 609,000 |
| Other Revenue | \$ 3,000 | \$ 3,000 |
| Basic Supervision Interfund Transfer [+ or -] | \$ -25,657 | \$ -28,922 |
| CCP Interfund Transfer [+ or -] | \$ 0 | \$ 0 |
| TOTAL REVENUE: | \$ 2,750,660 | \$ 2,747,395 |
| EXPENDITURES: | | |
| Salaries/Fringe Benefits | \$ 2,201,080 | \$ 2,215,630 |
| - Full Time Salaries | | |
| - Part Time Salaries | | |
| - Fringe Benefits | | |
| Travel/Furnished Transportation | \$ 35,000 | \$ 35,000 |
| Contract Services for Offenders | \$ 28,000 | \$ 28,000 |
| Professional Fees | \$ 38,074 | \$ 38,074 |
| Supplies & Operating Expenses | \$ 448,506 | \$ 430,691 |
| Facilities | \$ 0 | \$ 0 |
| Utilities | \$ 0 | \$ 0 |
| Equipment | \$ 0 | \$ 0 |
| TOTAL EXPENDITURES: | \$ 2,750,660 | \$ 2,747,395 |

**APPLICATION INFORMATION SHEET
FISCAL YEARS 2014 AND 2015**

Program Title AND ID Number: Specialized Substance Abuse Program 2

Agency Name: Galveston County CSCD

Address: 123 Rosenberg, Suite 4040

City/Zip: Galveston, TX 77550

Phone: 713-770-5505

Fax: 713-770-5530

Chief County: Galveston

Fed. Employer ID #: _____

E-mail Address: Janis.bane@co.galveston.tx.us

CSCD Personnel Serve Juvenile Offenders: ☐ YES ☒ NO

Official Fiscal Officer (Name & Title): Randall Rice, Galveston County Auditor

Address: 722 Moody, 4th Floor

City/Zip: Galveston, TX 77550

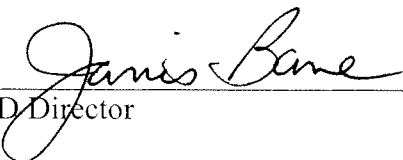
Phone: 409-770-5300

Fax: 409-765-3252

E-mail Address: Randall.rice@co.galveston.tx.us

*If the Fiscal Officer is not a County Official, please specify: _____

This budget request has been approved in accordance with the adopted Community Justice Plan approval procedures established by the local judges responsible for the CSCD's Community Justice Plan, which is in compliance with the Open Meetings Act, Government Code 551 and Government Code 76.002 (a).


CSCD Director

8-01-13
Date

TEXAS DEPARTMENT OF CRIMINAL JUSTICE
Community Justice Assistance Division
INITAL BUDGET - 2014/2015 BIENNIUM
DATE RECEIVED: 7/23/2013

APPROVED BY: _____

DATE APPROVED: _____

Nancy Espinoza, TDCJ-CJAD Budget Director

| | | | | | |
|--------------|---|----------------------|----------------------------|------------------------|---------------------|
| CSCD: | Program: | Funding Type: | Other Funding Type: | Current Status: | Status Date: |
| Galveston | 2 - Specialized Substance Abuse Program | CCP | | Editable | 7/23/2013 |

| FISCAL YEARS: | 2014 | 2015 |
|---|------------|------------|
| REVENUE: | | |
| TDCJ Funding | \$ 172,393 | \$ 173,486 |
| SAFPF Payments (Basic Supervision Only) | \$ 0 | \$ 0 |
| Comm. Sup. Fees Collected (Basic Sup. Only) | \$ 0 | \$ 0 |
| Payments By Program Participants | \$ 0 | \$ 0 |
| Interest Income (Basic Supervision Only) | \$ 0 | \$ 0 |
| Carry Over from Previous Fiscal Year | \$ 0 | \$ 0 |
| Other Revenue | \$ 0 | \$ 0 |
| Basic Supervision Interfund Transfer [+ or -] | \$ 0 | \$ 0 |
| CCP Interfund Transfer [+ or -] | \$ 0 | \$ 0 |
| TOTAL REVENUE: | \$ 172,393 | \$ 173,486 |
| EXPENDITURES: | | |
| Salaries/Fringe Benefits | \$ 152,600 | \$ 153,685 |
| - Full Time Salaries | | |
| - Part Time Salaries | | |
| - Fringe Benefits | | |
| Travel/Furnished Transportation | \$ 3,500 | \$ 3,500 |
| Contract Services for Offenders | \$ 15,000 | \$ 15,000 |
| Professional Fees | \$ 1,293 | \$ 1,301 |
| Supplies & Operating Expenses | \$ 0 | \$ 0 |
| Facilities | \$ 0 | \$ 0 |
| Utilities | \$ 0 | \$ 0 |
| Equipment | \$ 0 | \$ 0 |
| TOTAL EXPENDITURES: | \$ 172,393 | \$ 173,486 |

**APPLICATION INFORMATION SHEET
FISCAL YEARS 2014 AND 2015**

Program Title AND ID Number: Specialized Sex Offender Program 4

Agency Name: Galveston County CSCD

Address: 123 Rosenberg, Suite 4040

City/Zip: Galveston, TX 77550

Phone: 713-770-5505

Fax: 713-770-5530

Chief County: Galveston

Fed. Employer ID #: _____

E-mail Address: Janis.bane@co.galveston.tx.us

CSCD Personnel Serve Juvenile Offenders: ☐ YES ☒ NO

Official Fiscal Officer (Name & Title): Randall Rice, Galveston County Auditor

Address: 722 Moody, 4th Floor

City/Zip: Galveston, TX 77550

Phone: 409-770-5300

Fax: 409-765-3252

E-mail Address: Randall.rice@co.galveston.tx.us

*If the Fiscal Officer is not a County Official, please specify: _____

This budget request has been approved in accordance with the adopted Community Justice Plan approval procedures established by the local judges responsible for the CSCD's Community Justice Plan, which is in compliance with the Open Meetings Act, Government Code 551 and Government Code 76.002 (a).


CSCD Director

8-01-13
Date

TEXAS DEPARTMENT OF CRIMINAL JUSTICE
Community Justice Assistance Division
INITAL BUDGET - 2014/2015 BIENNIUM
DATE RECEIVED: 7/23/2013

APPROVED BY: _____
 Nancy Espinoza, TDCJ-CJAD Budget Director

DATE APPROVED: _____

| | | | | | |
|-----------|--------------------------------------|---------------|---------------------|-----------------|--------------|
| CSCD: | Program: | Funding Type: | Other Funding Type: | Current Status: | Status Date: |
| Galveston | 4 - Specialized Sex Offender Program | CCP | | Editable | 7/23/2013 |

| FISCAL YEARS: | 2014 | 2015 |
|---|------------|------------|
| REVENUE: | | |
| TDCJ Funding | \$ 236,677 | \$ 238,506 |
| SAFPF Payments (Basic Supervision Only) | \$ 0 | \$ 0 |
| Comm. Sup. Fees Collected (Basic Sup. Only) | \$ 0 | \$ 0 |
| Payments By Program Participants | \$ 0 | \$ 0 |
| Interest Income (Basic Supervision Only) | \$ 0 | \$ 0 |
| Carry Over from Previous Fiscal Year | \$ 0 | \$ 0 |
| Other Revenue | \$ 0 | \$ 0 |
| Basic Supervision Interfund Transfer [+ or -] | \$ 0 | \$ 0 |
| CCP Interfund Transfer [+ or -] | \$ -19,181 | \$ -19,906 |
| TOTAL REVENUE: | \$ 217,496 | \$ 218,600 |
| EXPENDITURES: | | |
| Salaries/Fringe Benefits | \$ 151,721 | \$ 152,811 |
| - Full Time Salaries | | |
| - Part Time Salaries | | |
| - Fringe Benefits | | |
| Travel/Furnished Transportation | \$ 4,000 | \$ 4,000 |
| Contract Services for Offenders | \$ 60,000 | \$ 60,000 |
| Professional Fees | \$ 1,775 | \$ 1,789 |
| Supplies & Operating Expenses | \$ 0 | \$ 0 |
| Facilities | \$ 0 | \$ 0 |
| Utilities | \$ 0 | \$ 0 |
| Equipment | \$ 0 | \$ 0 |
| TOTAL EXPENDITURES: | \$ 217,496 | \$ 218,600 |

**APPLICATION INFORMATION SHEET
FISCAL YEARS 2014 AND 2015**

Program Title AND ID Number: Mentally Impaired Specialized Caseload 7

Agency Name: Galveston County CSCD

Address: 123 Rosenberg, Suite 4040

City/Zip: Galveston, TX 77550

Phone: 713-770-5505

Fax: 713-770-5530

Chief County: Galveston

Fed. Employer ID #: _____

E-mail Address: Janis.bane@co.galveston.tx.us

CSCD Personnel Serve Juvenile Offenders: ☐ YES ☒ NO

Official Fiscal Officer (Name & Title): Randall Rice, Galveston County Auditor

Address: 722 Moody, 4th Floor

City/Zip: Galveston, TX 77550

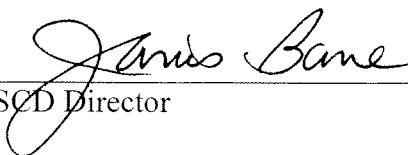
Phone: 409-770-5300

Fax: 409-765-3252

E-mail Address: Randall.rice@co.galveston.tx.us

*If the Fiscal Officer is not a County Official, please specify: _____

This budget request has been approved in accordance with the adopted Community Justice Plan approval procedures established by the local judges responsible for the CSCD's Community Justice Plan, which is in compliance with the Open Meetings Act, Government Code 551 and Government Code 76.002 (a).



CSCD Director

8-01-13

Date

TEXAS DEPARTMENT OF CRIMINAL JUSTICE
Community Justice Assistance Division
INITAL BUDGET - 2014/2015 BIENNIUM
DATE RECEIVED: 7/23/2013

APPROVED BY: _____

DATE APPROVED: _____

Nancy Espinoza, TDCJ-CJAD Budget Director

| | | | | | |
|--------------|--|----------------------|----------------------------|------------------------|---------------------|
| CSCD: | Program: | Funding Type: | Other Funding Type: | Current Status: | Status Date: |
| Galveston | 7 - Mentally Impaired Specialized Caseload | DP | | Editable | 7/23/2013 |

| | | |
|---|------------------|------------------|
| FISCAL YEARS: | 2014 | 2015 |
| REVENUE: | | |
| TDCJ Funding | \$ 70,000 | \$ 70,000 |
| SAFPF Payments (Basic Supervision Only) | \$ 0 | \$ 0 |
| Comm. Sup. Fees Collected (Basic Sup. Only) | \$ 0 | \$ 0 |
| Payments By Program Participants | \$ 0 | \$ 0 |
| Interest Income (Basic Supervision Only) | \$ 0 | \$ 0 |
| Carry Over from Previous Fiscal Year | \$ 0 | \$ 0 |
| Other Revenue | \$ 0 | \$ 0 |
| Basic Supervision Interfund Transfer [+ or -] | \$ 0 | \$ 0 |
| CCP Interfund Transfer [+ or -] | \$ 19,181 | \$ 19,906 |
| TOTAL REVENUE: | \$ 89,181 | \$ 89,906 |
| EXPENDITURES: | | |
| Salaries/Fringe Benefits | \$ 85,656 | \$ 86,381 |
| - Full Time Salaries | | |
| - Part Time Salaries | | |
| - Fringe Benefits | | |
| Travel/Furnished Transportation | \$ 3,000 | \$ 3,000 |
| Contract Services for Offenders | \$ 0 | \$ 0 |
| Professional Fees | \$ 525 | \$ 525 |
| Supplies & Operating Expenses | \$ 0 | \$ 0 |
| Facilities | \$ 0 | \$ 0 |
| Utilities | \$ 0 | \$ 0 |
| Equipment | \$ 0 | \$ 0 |
| TOTAL EXPENDITURES: | \$ 89,181 | \$ 89,906 |

**APPLICATION INFORMATION SHEET
FISCAL YEARS 2014 AND 2015**

Program Title AND ID Number: High Risk Youthful Offender Program 15

Agency Name: Galveston County CSCD

Address: 123 Rosenberg, Suite 4040

City/Zip: Galveston, TX 77550

Phone: 713-770-5505

Fax: 713-770-5530

Chief County: Galveston

Fed. Employer ID #: _____

E-mail Address: Janis.bane@co.galveston.tx.us

CSCD Personnel Serve Juvenile Offenders: ☐ YES ☒ NO

Official Fiscal Officer (Name & Title): Randall Rice, Galveston County Auditor

Address: 722 Moody, 4th Floor

City/Zip: Galveston, TX 77550

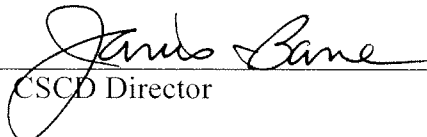
Phone: 409-770-5300

Fax: 409-765-3252

E-mail Address: Randall.rice@co.galveston.tx.us

*If the Fiscal Officer is not a County Official, please specify: _____

This budget request has been approved in accordance with the adopted Community Justice Plan approval procedures established by the local judges responsible for the CSCD's Community Justice Plan, which is in compliance with the Open Meetings Act, Government Code 551 and Government Code 76.002 (a).


CSCD Director

8-01-13
Date

TEXAS DEPARTMENT OF CRIMINAL JUSTICE
Community Justice Assistance Division
INITAL BUDGET - 2014/2015 BIENNIUM
DATE RECEIVED: 7/23/2013

APPROVED BY: _____

DATE APPROVED: _____

Nancy Espinoza, TDCJ-CJAD Budget Director

| | | | | | |
|--------------|--|----------------------|----------------------------|------------------------|---------------------|
| CSCD: | Program: | Funding Type: | Other Funding Type: | Current Status: | Status Date: |
| Galveston | 15 - High Risk Youthful Offender Program | CCP | | Editable | 7/23/2013 |

| | | |
|---|------------------|------------------|
| FISCAL YEARS: | 2014 | 2015 |
| REVENUE: | | |
| TDCJ Funding | \$ 22,251 | \$ 19,329 |
| SAFPF Payments (Basic Supervision Only) | \$ 0 | \$ 0 |
| Comm. Sup. Fees Collected (Basic Sup. Only) | \$ 0 | \$ 0 |
| Payments By Program Participants | \$ 0 | \$ 0 |
| Interest Income (Basic Supervision Only) | \$ 0 | \$ 0 |
| Carry Over from Previous Fiscal Year | \$ 0 | \$ 0 |
| Other Revenue | \$ 0 | \$ 0 |
| Basic Supervision Interfund Transfer [+ or -] | \$ 25,657 | \$ 28,922 |
| CCP Interfund Transfer [+ or -] | \$ 0 | \$ 0 |
| TOTAL REVENUE: | \$ 47,908 | \$ 48,251 |
| EXPENDITURES: | | |
| Salaries/Fringe Benefits | \$ 47,741 | \$ 48,106 |
| - Full Time Salaries | | |
| - Part Time Salaries | | |
| - Fringe Benefits | | |
| Travel/Furnished Transportation | \$ 0 | \$ 0 |
| Contract Services for Offenders | \$ 0 | \$ 0 |
| Professional Fees | \$ 167 | \$ 145 |
| Supplies & Operating Expenses | \$ 0 | \$ 0 |
| Facilities | \$ 0 | \$ 0 |
| Utilities | \$ 0 | \$ 0 |
| Equipment | \$ 0 | \$ 0 |
| TOTAL EXPENDITURES: | \$ 47,908 | \$ 48,251 |

**APPLICATION INFORMATION SHEET
FISCAL YEARS 2014 AND 2015**

Program Title AND ID Number: Gulf Coast Center Collaborative 10

Agency Name: Galveston County CSCD

Address: 123 Rosenberg, Suite 4040

City/Zip: Galveston, TX 77550

Phone: 713-770-5505

Fax: 713-770-5530

Chief County: Galveston

Fed. Employer ID #: _____

E-mail Address: Janis.bane@co.galveston.tx.us

CSCD Personnel Serve Juvenile Offenders: ☐ YES ☒ NO

Official Fiscal Officer (Name & Title): Randall Rice, Galveston County Auditor

Address: 722 Moody, 4th Floor

City/Zip: Galveston, TX 77550

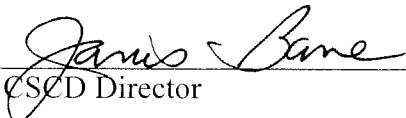
Phone: 409-770-5300

Fax: 409-765-3252

E-mail Address: Randall.rice@co.galveston.tx.us

*If the Fiscal Officer is not a County Official, please specify: _____

This budget request has been approved in accordance with the adopted Community Justice Plan approval procedures established by the local judges responsible for the CSCD's Community Justice Plan, which is in compliance with the Open Meetings Act, Government Code 551 and Government Code 76.002 (a).


CSCD Director

8-01-13
Date

TEXAS DEPARTMENT OF CRIMINAL JUSTICE
Community Justice Assistance Division
INITAL BUDGET - 2014/2015 BIENNIUM
DATE RECEIVED: 7/23/2013

APPROVED BY: _____

DATE APPROVED: _____

Nancy Espinoza, TDCJ-CJAD Budget Director

| | | | | | |
|--------------|--------------------------------------|----------------------|----------------------------|------------------------|---------------------|
| CSCD: | Program: | Funding Type: | Other Funding Type: | Current Status: | Status Date: |
| Galveston | 10 - Gulf Coast Center Collaborative | DP | | Editable | 7/23/2013 |

| FISCAL YEARS: | 2014 | 2015 |
|---|-----------|-----------|
| REVENUE: | | |
| TDCJ Funding | \$ 45,000 | \$ 45,000 |
| SAFPF Payments (Basic Supervision Only) | \$ 0 | \$ 0 |
| Comm. Sup. Fees Collected (Basic Sup. Only) | \$ 0 | \$ 0 |
| Payments By Program Participants | \$ 0 | \$ 0 |
| Interest Income (Basic Supervision Only) | \$ 0 | \$ 0 |
| Carry Over from Previous Fiscal Year | \$ 0 | \$ 0 |
| Other Revenue | \$ 0 | \$ 0 |
| Basic Supervision Interfund Transfer [+ or -] | \$ 0 | \$ 0 |
| CCP Interfund Transfer [+ or -] | \$ 0 | \$ 0 |
| TOTAL REVENUE: | \$ 45,000 | \$ 45,000 |
| EXPENDITURES: | | |
| Salaries/Fringe Benefits | \$ 0 | \$ 0 |
| - Full Time Salaries | | |
| - Part Time Salaries | | |
| - Fringe Benefits | | |
| Travel/Furnished Transportation | \$ 0 | \$ 0 |
| Contract Services for Offenders | \$ 45,000 | \$ 45,000 |
| Professional Fees | \$ 0 | \$ 0 |
| Supplies & Operating Expenses | \$ 0 | \$ 0 |
| Facilities | \$ 0 | \$ 0 |
| Utilities | \$ 0 | \$ 0 |
| Equipment | \$ 0 | \$ 0 |
| TOTAL EXPENDITURES: | \$ 45,000 | \$ 45,000 |

AGENDA ITEM #13.



**GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
Contract Approval Request**

| To Be Completed By Department | | | | | | | | |
|---|------------|--|----------------------------|--|--|-------------------------|----------------------|--|
| 1. Date of Request: | 8/26/2013 | 2. Contract Type: <input checked="" type="radio"/> Expense <input type="radio"/> Revenue <input type="radio"/> Other | | | 3. Renewal Contract: <input checked="" type="radio"/> Yes <input type="radio"/> No | | | |
| 4. Department Name: | | Information Technology | | 5. Department Contact: | | | | JJ Allen |
| 6. Description: | | | | | | | | Renewal for electronic Timesheet Software Solution |
| 7. IFAS PEID No: | 705919 | 8. IFAS Req No: | | 9. Orgkey: | 1101159100 | 10. Object Code: | 5481000 | |
| 11. Vendor: | | | GHG | | | 12. Vendor Contract No: | | |
| 13. Requested Legal Review: Yes <input checked="" type="radio"/> No <input type="radio"/> (Explain if No) | | | | | | | | Yearly renewal |
| Expenditure Budget / Revenue Projections | | | | | | | | |
| 14. Fund Name | 15. Fund # | 16. Current Year Budgeted | 17. Current Year Projected | 18. Year 2 Projected | 19. Year 3 Projected | 20. Year 4 Projected | 21. Year 5 Projected | |
| Contract Services | 5481000 | 6000 | 5,700 | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| 22. Totals: | | 6000 | 5,700 | | | | | |
| To Be Completed By Purchasing Department | | | | | | | | |
| Contract Start Date: | | 10/1/13 | | Auto Renewal Contract: Yes <input checked="" type="radio"/> No <input type="radio"/> | | Bid No: N/A | | |
| Contract End Date: | | 9/30/14 | | Contract # Issued By Purchasing: CM13310 | | | | |

No Term Dates, Listed As a
FY expenditure on prior
POs.

| | | |
|---|----------------------|------------|
| Approved By: | Signature | Date |
| Department Head: | JJ Allen | 8-26-13 |
| Assistant Purchasing Agent: | Erin A. Miller, CPPB | 08/27/2013 |
| County Legal: | | |
| Contract listed in Budget Documentation: Yes / No | | |
| County Budget Office: | MU Miller | 8/27/2013 |

Issue after 10/1/13
out of FY14
Budget



August 23, 2013

Galveston County
P.O. Box 1418
Galveston, TX 77553

Subject: Agreement for eTSS (electronic Timesheet Software Solution)

Attached is a service agreement for providing eTSS to Galveston County. Please review, sign & return, fax to (832) 415-0235. This proposal is valid through valid for 60 days from quote date.

If you have any questions please feel free to give me a call at (281) 488-8806 ext. 108.

Sincerely,

Debbie Sabin
Sales Manager

Service Agreement

This agreement is made between GHG Corporation and Galveston County.

| Software Pricing | <u>Price</u> | <u>Setup</u> |
|---|---------------------|---------------------|
| eTSS (electronic Timesheet Software Solution) | | |
| _____ 500-User eTSS License (Hosted by GHG) | \$475/month | \$- |

Billing Policies and Procedures

- For GHG hosted customers: Regular billing will begin when training has been completed or 45 days after the signed service agreement was received by GHG. The initial invoice will be prorated accordingly. Invoices are sent on the 15th of every month and are due within 15 days. A late fee of \$10, or 1% if the balance due is over \$1,000, will be applied to your account if payment is not received 15 days after the due date.
-



Terms and Conditions

- **Implementation/Set up fees** - are invoiced on the day the signed service agreement is returned to GHG and are non-refundable, unless otherwise stated on the service agreement.
- **GHG supported hardware** - is invoiced for and payment must be received, before order is placed with the clock manufacturer.
- **Additional fees** (if applicable) will be invoiced for 50% up front before proceeding with services, unless other terms were mutually agreed upon and GHG receives written documentation.
- **Cancellations** - GHG must receive written notice of cancellation. Cancellation requests must be future dated. Prorated refunds will not be given if cancellation occurs in the middle of a billing cycle. Service will continue until the current billing cycle ends.
- **Governing Law and Jurisdiction** - This Agreement is governed by the laws of the State of Texas. Any dispute arising under this Agreement shall be submitted to a court of competent jurisdiction in Harris County, Texas. The parties agree to waive all right to a trial by jury for the resolution of any such litigation.
- **Notices** - All notices required under this Agreement shall be made to GHG at its corporate address listed herein, and Customer address listed herein.
- **Support:** To ensure continuous IT service to the users of the eTSS software, all eTSS servers are located on the 11th floor of a downtown Houston datacenter where they are in a securely monitored, temperature controlled, and in a fire and flood preventive environment. eTSS servers will be in service and monitored 24 hours a day, 7 days a week. Regularly scheduled maintenance will be performed during a regularly scheduled "maintenance window" (every Sunday from 10-5 CST). Any planned activities that will result in an extended outage will be announced one week in advance. Emergency maintenance will be performed as needed, always with the attempt to minimize disruption to customers.

***Terms and conditions are subject to change**



Credit Card Payment

For Credit Card Payment either Fax this page along with your agreement to (832) 415-0235 or call GHG Billing at (281) 488-8806 ext 110 after faxing the agreement and provide her with your credit card information.

Credit Card Number _____

Type (Visa, Amex or MC) _____

Expiration (Month/Year) _____

CVV Number (last 3 digits from back of the card) _____

Name on Card (Person or Company) _____

Credit Card Billing Address:

Company Billing Address:

Future Payments

Method: _____ Invoice _____ Credit Card

Frequency: _____ Monthly _____ Quarterly _____ Annually****

**** (receive 5% discount on annual payments)

Delivery: _____ US Mail _____ Email _____

Terms: The term of this agreement is month-to-month for hosted options.

Acceptance

Authorized Representative _____

Date _____

Print Name _____

Title _____

E-mail Address _____

Telephone _____

****Upon signing this agreement, please ADD the following address to your email address book:**
eems_support@ghg.com. Future communication will come through this email (during the implementation process)**



AGENDA ITEM #14.



GALVESTON COUNTY, TEXAS COMMISSIONERS COURT Contract Approval Request

| To Be Completed By Department | | | | | | | |
|--|------------|---|----------------------------|---------------------------------|---|--------------------------|----------------------|
| 1. Date of Request: 8/26/2013 | | 2. Contract Type: Expense Revenue Other | | | 3. Renewal Contract: Yes / No | | |
| 4. Department Name: Information Technology | | | | 5. Department Contact: JJ Allen | | | |
| 6. Description: Maintenance on Security system and badges for the Justice Administration Building | | | | | | | |
| 7. IFAS PEID No: 704614 | | 8. IFAS Req No: | | 9. Orgkey: 1101159100 | | 10. Object Code: 5481000 | |
| 11. Vendor: Schneider Electric | | | | 12. Vendor Contract No: | | | |
| 13. Requested Legal Review: Yes / No (Explain if No) Standard Terms & Conditions | | | | | | | |
| Expenditure Budget / Revenue Projections | | | | | | | |
| 14. Fund Name | 15. Fund # | 16. Current Year Budgeted | 17. Current Year Projected | 18. Year 2 Projected | 19. Year 3 Projected | 20. Year 4 Projected | 21. Year 5 Projected |
| Contract Services | 5481000 | \$50,000.00 | \$32,256.00 | | | | |
| | | | | | | | |
| | | | | | | | |
| 22. Totals: | | \$50,000.00 | \$32,256.00 | | | | |
| To Be Completed By Purchasing Department | | | | | | | |
| Contract Start Date: 10/1/13 | | Auto Renewal Contract: Yes / No | | Bid No: N/A | | | |
| Contract End Date: 9/30/14 | | Contract # Issued By Purchasing: CM13309 | | | | | |

Issue PO after
10/1/13 out of
FY14 Budget

| | | | |
|---|--|---------------------------|-----------|
| Approved By: | | Signature | Date |
| Department Head: | | <i>JJ Allen</i> | 8-26-13 |
| Assistant Purchasing Agent: | | <i>Gracia T. W. Allen</i> | 8/27/2013 |
| County Legal: | | | |
| Contract listed in Budget Documentation: Yes / No | | | |
| County Budget Office: | | <i>[Signature]</i> | 8/27/2013 |



Galveston County Justice Center
Access Control and CCTV Retro-Commissioning Services

Schneider Electric Buildings Americas, Inc.

Retro Commissioning Services

August 26, 2013
Judge Mark Henry
Galveston County Information Technology
PO Box 1418
Galveston, TX **77553**

RE: 2013 / 2014 Maintenance Contract

Dear Judge Mark Henry:

Schneider Electric proposes to provide a Customer Service Plan Agreement as described herein for the Schneider Access Control and CCTV System at Galveston County Justice Center. The Schneider Electric Service Plan is designed to maximize system performance and take the risk factor out of your system maintenance. Schneider Electric will proactively perform maintenance and repair activities, identify potential deficiencies, and provide the necessary services to keep your facility performing at its highest potential. The proposed service solution is comprised of the following basic elements:

- Maximum Uptime through system analysis, scheduled service and prompt response time to repair needs.
- Technical Support Services
- Discounted Labor Rates and Material
- Dedicated Account Management
- Reporting and Documentation

This Service Agreement from Schneider Electric is designed to continually meet your unique facility management needs. Thank you for your business and for the opportunity to extend the value Schneider Electric can provide to Galveston County Justice Center.

Sincerely,

Randy McNall
Schneider Electric Buildings Business
281.588.2185
randy.mcnall@schneider-electric.com

FREQUENCY OF SCHEDULED SERVICE

Quarterly - Access Controls
Semi - Annual - DVR and Cameras

This is a Basic Service Plan

SCOPE OF SERVICES

**BUILDINGS COVERED: GALVESTON COUNTY JUSTICE ADMINISTRATION
BUILDING
600 59TH STREET
GALVESTON, TEXAS 77551**

CONTRACT LABOR RATES

For services not covered as part of if this agreement and performed by Schneider Electric upon your authorization, Schneider Electric (SE) will discount the standard prevailing labor rates as follows:

| Standard Prevailing Labor Rates* | |
|----------------------------------|-------------|
| Normal Rate | |
| Minimum Charge for 4hrs | \$ 520.00 |
| Thereafter | \$ 130.00 |
| Mileage Charge (\$/mi) | \$ 1.20 |
| Overtime Rate | |
| Minimum Charge for 2hrs | \$ 780.00 |
| Thereafter | \$ 195.00 |
| Mileage Charge (\$/mi) | \$ 1.20 |
| Holiday Rate | |
| Minimum Charge for 2hrs | \$ 1,040.00 |
| Thereafter | \$ 260.00 |
| Mileage Charge (\$/mi) | \$ 1.20 |

*Labor rates are subject to change upon prior written agreement by you.

Your Authorized Customer Representative: J.J. Allen

Discount on Schneider Electric Hardware:

During the term of this Service Agreement, you will receive a **55% discount (0.45 multiplier)** off list price on Schneider Electric Hardware, Software, and Miscellaneous Devices (Hardware).

Priority Telephone Assistance

Priority for Telephone Assistance will be provided to assist the customer in identifying operational needs, resolving operational problems, etc. This Service Agreement includes up to **8** hours of telephone assistance at no additional expense.

Service Summary Reports to Customer

After the Schneider Electric Service Representative completes the Scheduled Service Procedures, a Service Summary Report will be forwarded to the Authorized Customer Representative to be placed in the On-Site Service Summary Report manual. This report will form a history of the procedures and will allow Schneider Electric to analyze system performance to detect potential system problems before a failure occurs.

Continuous Commissioning and Planned Maintenance

- Schneider Electric will systematically perform a series of tasks for each field panel and controller throughout the facility to examine the operation of every system point. All readings and changes will be documented.
- Schneider Electric will check those field devices, controllers, and network elements as indicated in **Schedule A** on page 8. This is recommended for all sites to maintain original condition of installed and commissioned systems. This is accomplished by providing necessary testing and calibration, identifying defects and potential problem areas by utilizing tasking sheets for each piece of equipment and reducing the likelihood that emergencies will occur.
 - A scheduled service task list will be discussed with your Authorized Customer Representative for the facility within the first month of this agreement to determine access to critical areas far in advance.
- On an annual basis, you will receive a Service Binder documented all "agreement" activity throughout the year.

- Service Maintenance for Door Operation
 - Check that the door/access system is fully operative and acknowledge any alarms
- Service Maintenance for Access Controllers and Door Hardware
 - Check all DC and AC Power Supplies for proper voltage levels to verify controller operation and communication on LAN
 - Visually inspect circuit boards to Check back-up battery for panel
 - Check back-up battery for door locks
 - Inspect door hardware for proper operation
- Service Maintenance for Video System Control Console
 - Visually inspect the operation of all security monitors
 - Manually exercise the pan tilt zoom cameras from the Control Console
 - Verify operation of auto pan operated cameras from Control Console
 - Verify play/record operation of the DVR Service Maintenance for Video System Cameras
 - Visually inspect all camera housings
 - Visually inspect operation of pan tilt zoom cameras
 - Verify operation of heater blower units inside the camera housings
 - Manually focus and verify all fixed position cameras

Normal Repair Service (8 AM - 5 PM) for Services Covered by This Agreement

- Schneider Electric (SE) will provide on-site response based on SE normal business hours, **(except on SE holidays)**.
- Schneider Electric shall provide the labor to replace or repair the SE equipment installed at your facility in accordance with the **Schedule A** on Page 8.
- Schneider Electric reserves the right to diagnose and correct any problems by remote dial into the system and/or instructing the operation personnel of corrective measures
- Normal Repair Service is only applicable to the Platinum Service Plan

Emergency Repair Service (24/7) for Services Covered by This Agreement

- Schneider Electric will provide on-site response 24 hours a day, 7 days a week, **(including holidays)**.
- Schneider Electric shall provide the labor to replace or repair the SE Hardware installed at your facility in accordance with the **Schedule A** on Page 8.

- Emergency calls are defined by Schneider Electric as service calls where the work consists of correcting failures that constitute an immediate danger to personnel or property.
- Schneider Electric reserves the right to diagnose and correct any problems by remote dial into the system and/or instructing the operation personnel of corrective measures.
- Emergency Repair Service is only applicable to the Platinum Service Plan

Guaranteed Response Time

- Schneider Electric will provide dial-in modem support within **two (2)** business hours and onsite service within **six (6)** business hours.
- When Emergency Repair Service is required Schneider Electric will respond within **two (2)** hours.
- Guaranteed Response is only applicable to the Platinum Service Plan

Hardware Warranty

- Schneider Electric will repair or replace defective Electric Hardware listed on the **Schedule A** on Page 8.
- Repaired or replaced Hardware shall be provided with a 90-day warranty if failure is outside the terms of this Service Plan. This includes labor to diagnose or to remove defective Hardware or to install replacement or repaired equipment.
- Hardware covered in the Equipment List is only applicable to the Platinum and Silver Service Plans.
- Hardware not listed on the **Schedule A** on Page 8 that is found defective, shall be discussed with you and we will obtain your written authorization to replace the defective hardware prior to field replacement.

Workstation and Peripherals

- Agreement includes planned maintenance routines performed on all of your access system workstations.
- Includes checking workstation operation including fan operation, hard drive errors, operating system updates, and hard drive de-fragmentation if required. Includes checking printer, cleaning print head, remove excess paper, and changing cartridge/ribbon.
- Planned maintenance will be performed during normal business hours (8:00 am to 5:00 pm, Monday - Friday), with the option for after-hours arrangements.

Network Equipment and Field Controllers

- Agreement includes planned maintenance routines performed on network interfaces, routers and field controllers.
- Depending on devices' needs, checking the battery backup circuit, scan times, and verifying control routines.
- Planned maintenance will be performed during normal business hours (8:00 a.m. to 5:00 p.m., Monday - Friday), with the option for after-hours arrangements.

Field Devices

- Agreement includes planned maintenance routines performed on field devices connected to field controllers.
- Includes calibrating field devices' inputs and outputs and adjusting offsets in field controllers as needed.
- Results of the adjustment will verify accuracy of critical system components and identify any potential problems or component failure beyond adjustment.
- Planned maintenance will be performed during normal business hours (8:00 a.m. to 5:00 p.m., Monday - Friday), with the option for after-hour arrangements.

Database Protection

- The database protection option prepares your system to be restored in the event of damage to the system or the information contained in it. Upon completion of the backup, you will receive a copy of the backup and another copy will be stored off-site (with your written approval) at our local office. This provides additional protection in the event of damage to your on-site copy.
- Backup frequency will depend on your facility's needs, size, system activity, and system sensitivity.
- This agreement will include **four** (4) backup routines a year, performed on the entire Access system, including the front-end workstation and / or servers, as well as your entire network of field-mounted controllers.
- Backups will be performed during normal business hours (8:00 a.m. to 5:00 p.m.) on a predefined date, as indicated in your service agreement.

Software Subscription

- During each scheduled Service visit, Schneider Electric will provide you with the latest revision of INET software for your system that matches your existing controller firmware platform. Schneider Electric will be responsible for installing all software for the Access system at your site. Software Subscription service does not include hardware, firmware, or the labor necessary for hardware and firmware modifications.

Schedule A

- Schneider Electric provided Access Controllers
- Schneider Electric provided SLI Interface Controllers
- Schneider Electric provided Network Routers
- Schneider Electric provided Card Readers
- Schneider Electric provided Access Control Hardware
- Schneider Electric provided Badge Printers
- Schneider Electric provided Cameras
- Schneider Electric provided Digital Video Recorders
- Schneider Electric provided Batteries and UPS Units
- **ALL DOOR LOCKS AND HARDWARE NOT PROVIDED BY SCHNEIDER ELECTRIC IS EXCLUDED FROM THE WARRANTY**

The following equipment is scheduled for **Quarterly** Preventative Maintenance visits.

- Schneider Electric provided Access Controllers
- Schneider Electric provided SLI Interface Controllers
- Schneider Electric provided Network Routers
- Schneider Electric provided Card Readers
- Schneider Electric provided Access Control Hardware
- Schneider Electric provided Badge Printers
- Schneider Electric provided Cameras
- Schneider Electric provided Digital Video Recorders

Please contact Randy McNall at **281-588-2185** if you have any questions or require additional information. I appreciate this opportunity to be of service.

Signature Page

We would appreciate your signature in the space provided below as your acceptance of this agreement.

By and Between:

Schneider Electric Buildings Business
12121 Wickchester Lane, Ste 400A

Houston, Texas 77079
Randy McNall (281) 588-2185

Galveston County
Galveston County Courthouse
722 Moody, 2nd Floor
Galveston, TX 77553
Judge Mark Henry

Services shall be provided by Schneider Electric with quarterly visits at Galveston County Justice Center, as outlined in the attached proposal dated August 26, 2013 and the following terms and conditions. This agreement shall remain in effect for an original term of 1 year beginning 10/1/2013 and ending 9/30/2014. For services offered in the scope as outline above, you agree to pay Schneider Electric Buildings Business **\$32,256 (Thirty-two Thousand, Two Hundred Fifty-Six Dollars and No Cents)**. Twelve Monthly invoices of **\$2,688.00** per invoice. Payment will be made in accordance with the terms and conditions of Texas Prompt Payment Act.

This Agreement may be terminated by you for any reason or for no reason or for convenience upon thirty (30) days prior written notice to SE.

Investments: Year 1 \$32,256 annually paid \$2,688 monthly. Prices quoted in this proposal are firm for 30 days.

Galveston County

Mark A. Henry
County Judge

Proposal submitted by:

Randy McNall
Account Executive
Schneider Electric

Signature: 

Date: 8/26/2013

Attest:

Dwight D. Sullivan
County Clerk

Date: _____

Master Service Agreement
TERMS AND CONDITIONS

Planned and / or routine maintenance services provided under this Agreement will be performed during normal working hours unless otherwise specifically stated.

The guarantees and services provided under the scope of this agreement are conditioned you're your properly operating and maintaining the buildings covered by this Agreement. You will do so according to industry-accepted practices.

- A. You will provide and permit reasonable access to all covered equipment. Schneider Electric Buildings Americas Inc. will be allowed to start and stop equipment as necessary to perform its services and be permitted use of existing facilities and building services, after the technician has verbally notified your Authorized Customer Representative that he has arrived on the premise.
- B. SE shall not be liable for any loss, delay, injury or damage that may be caused by circumstances beyond its control including, but not restricted to acts of God, war, civil commotion, acts of government, fire, theft, corrosion, floods, lightning, power fluctuations, freeze-ups, strikes, lockouts, differences with workmen, riots, explosions, quarantine restriction, delays in transportation, shortage of vehicles, fuel, labor or materials, or malicious mischief.
- C. In the unlikely event of SE's failure to perform the obligations in this Agreement, SE's liability is limited to repair or replacement of product at its option, and such shall be your sole remedy. Under no circumstances will SE be responsible for loss of use, loss of profits, increased operating or maintenance expense, or any special, indirect or consequential damages.
- D. The Agreement does not include responsibility for system design deficiencies, such as, but not limited to, poor air distribution, water flow imbalances, etc. It does not include responsibility for system, equipment and component obsolescence, electrical failures, nor unserviceable equipment such as ductwork, boiler shell and tubes, unit cabinets, boiler refractor material, electrical wiring, hydronic or pneumatic piping, structural supports, etc. Manual operation of equipment or systems is also excluded from this coverage, unless clearly included by amendment.
- E. SE is not responsible for the removal or disposal of any hazardous materials or any cost associated with those materials unless otherwise specified in this Agreement. Any charges incurred for their proper disposal will be born by you and will be incremental to the contract price.
- F. The agreement does not include repairing any damage resulting from improper / inadequate water treatment or filter service not supplied by SE
- G. This Agreement does not include services occasioned by improper operation, negligence, vandalism, or alterations, modifications, abuse, or misuse, or repairs to equipment not performed by SE. Also excluded is the furnishing of materials and supplies for painting or refurbishing equipment.
- H. SE shall not be required to furnish any items of equipment, labor, or make special tests recommended or required by insurance companies, federal, state, municipal or other authorities except as otherwise included in this agreement.
- I. This Agreement does not include the cleaning of any air passages, grilles, or air balancing of systems.

- J. In the event either party must commence a legal action in order to enforce any rights under this contract, the successful party shall be entitled to all court costs and reasonable attorney's fees as determined by the court for prosecuting and defending the claim, as the case may be. Venue for any and all disputes shall be in Galveston County-Texas. This agreement shall be governed by the laws of the State of Texas including the Texas rules of conflict of law. But, prior to the instigation of litigation the parties will voluntarily subject themselves to mediation held in Galveston County, the cost of which shall be equally shared by the parties.
- K. SE shall not be liable for the operation of the equipment nor for injuries to persons or damage to property, except those directly due to the intentional or negligent acts or omissions of its employees and/ or agents and in no event shall it be liable for consequential or speculative damages. SE shall not be liable for expenses incurred in removing, replacing or refinishing any part of any building (Modifications) that is required for SE to properly provide its services. But such Modifications shall be as minimal as possible depending on the circumstances requiring such Modifications. SE shall not be held liable for any loss by reason of strikes or labor troubles affecting its employees who perform the service called for herein, delays in transportation, or by unusual delays in procuring supplies or for any other cause beyond its reasonable control.
- L. Only SE's personnel or agents are authorized to perform the work included in the scope of this Agreement that is to be provided by SE. The Company may, at its option, cancel its obligations under this Agreement should non-authorized individuals perform such services that are SE's obligation to provide under this Agreement.
- M. This agreement and all rights hereunder shall not be assignable unless approved by the Company in writing.
- N. In the event of additional freight, labor, or material costs resulting from your Authorized Customer Representative request made to avoid delays with respect to equipment warranties, or accelerated delivery of parts and supplies, you agree to pay these additional costs at the Company's currently established rate.
- O. SE's scope of work shall not include the identification, detection, abatement, encapsulation or removal of asbestos or products or materials containing asbestos or similar hazardous substances. In the event SE encounters such material in performing its work, will have the right to discontinue work and remove its employees until the hazard is corrected by you or it is determined no hazard exists.
- P. This Agreement contains the entire Agreement-and the parties hereby agree that this Agreement has been agreed to and the entire Agreement is then accepted and approved by an authorized person for both parties, and no statement, remark, agreement or, understanding, oral or written, not contained herein, will be recognized or enforced.
- Q. This agreement does not include the disposal of hazardous waste.
- R. This agreement excludes repair of pre-existing conditions that are required to place this equipment into proper operating condition upon acceptance of this agreement.

AGENDA ITEM #15.



**GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
Contract Approval Request**

To Be Completed By Department

| | | | | | | | |
|-----------------------------|---|-------------------|----------------|-------------------------|---------------------|----------------------|--|
| 1. Date of Request: | 8/28/2013 | 2. Contract Type: | <u>Expense</u> | Revenue | Other | 3. Renewal Contract: | Yes <input checked="" type="checkbox"/> No |
| 4. Department Name: | Information Technology | | | 5. Department Contact: | JJ Allen/Ryan Ellis | | |
| 6. Description: | Statement of Work for Agenda Item Approval Request Automation in Onbase System | | | | | | |
| 7. IFAS PEID No: | 712491 | 8. IFAS Req No: | | 9. Orgkey: | 1159100 | 10. Object Code: | 5754095 |
| 11. Vendor: | Edocument Resources | | | 12. Vendor Contract No: | | | |
| 13. Requested Legal Review: | Yes <input checked="" type="checkbox"/> (Explain if No) <u>Standard SOW from Current Vendor</u> | | | | | | |

Expenditure Budget / Revenue Projections

| 14. Fund Name | 15. Fund # | 16. Current Year Budgeted | 17. Current Year Projected | 18. Year 2 Projected | 19. Year 3 Projected | 20. Year 4 Projected | 21. Year 5 Projected |
|---------------|------------|---------------------------|----------------------------|----------------------|----------------------|----------------------|----------------------|
| Imaging | 5754095 | | 51,085.00 | | | | |
| | | | | | | | |
| | | | | | | | |
| 22. Totals: | | - | 51,085 | - | - | - | - |

To Be Completed By Purchasing Department

| | | | | | |
|----------------------|----------|----------------------------------|--|---------|-----|
| Contract Start Date: | 09/03/13 | Auto Renewal Contract: | Yes <input checked="" type="checkbox"/> No | Bid No: | N/A |
| Contract End Date: | 03/03/14 | Contract # Issued By Purchasing: | CM13316 | | |

No Term/Completion Date
Listed. Per Ryan Ellis
6 MONTH completion

Approved By: _____ Signature: [Signature] Date: 8-28-13
Department Head: _____
Assistant Purchasing Agent: [Signature] 08/28/2013

County Legal: _____

Contract listed in Budget Documentation: Yes / No.

County Budget Office: _____

[Signature] 8/29/2013

OnBase Implementation

STATEMENT OF WORK

AGENDA ITEM APPROVAL REQUEST AUTOMATION GALVESTON COUNTY

edocument
RESOURCES

6101 Baker Road, Suite 207
Minnetonka, MN 55345

Phone 952.607.3500
Fax 952.607.3777

Version Control

Document Attributes

| | |
|--------------------------|---|
| Document Name | OnBase Implementation Statement of Work |
| Document Identifier | 3778 |
| Publish Date | 08.21.2013 |
| Current Revision Number | 0.1 |
| Responsible Group | Professional Services |
| Author | Tim Nelson |
| Document Expiration Date | 10.01.2013 |

Revision History

| Version Number | Date | Responsibility (Author) | Description |
|----------------|------------|-------------------------|---------------|
| 0.1 | 08.21.2013 | Tim Nelson | Initial draft |
| | | | |
| | | | |
| | | | |
| | | | |

RACI Chart

| Name | Position | E-mail address | * | R | A | S | C | I |
|-------------------|---------------------------------|--|---|---|---|---|---|---|
| Jerry Lynch | Director, Professional Services | jlynch@edocumentresources.com | | | X | | | X |
| Jason Engen | Account Manager | jengen@edocumentresources.com | | | | X | | X |
| Tim Nelson | Bid Manager | tnelson@edocumentresources.com | | X | | | | X |
| Ryan Ellis | Deputy Chief of Staff | ryan.ellis@co.galveston.tx.us | X | | | | X | X |
| | | | | | | | | |
| | | | | | | | | |
| Column Key | | <p>* – Authorize: This individual has ultimate signing authority for any changes to the document and will be responsible for signing the Master Agreement</p> <p>R – Responsible: Person responsible for creating this document.</p> <p>A – Accountable: Person accountable for accuracy of this document.</p> <p>S – Supports: Individuals providing supporting services in the production of this document.</p> <p>C – Consulted: Individuals providing input (interviewee, etc.).</p> <p>I – Informed: Individuals who must be informed of any changes.</p> | | | | | | |

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Overview

Galveston County is seeking a quote to implement a Workflow solution to streamline the Agenda Item Approval Request process for Commissioners' Court. Galveston County will be leveraging eDocument Resources to implement and support the solution.

Objective

The objective of this document is to present the project scope, assumptions, and professional services estimates for implementing the OnBase solution at Galveston County. It will also serve to solicit approval from Galveston County to move ahead with the described implementation activities.

Scope

The scope of this project is limited to planning, discovery, design, implementation, testing, training, and production deployment activities associated with the Implementation of the OnBase components. Installation and/or configuration of OnBase components that are not listed in the quote will require an approved change order, to be executed by the Galveston County Commissioners' Court.

The scope of this initiative will be limited to the following activities:

| Activity | Description |
|-----------------------|---|
| Discovery | This includes: <ul style="list-style-type: none"> Conduct Content Discovery Session Internal analysis of discovery Process level discovery |
| Design | This includes: <ul style="list-style-type: none"> Research and consultation for solution design Internal solution design workshop Draft OnBase Technical Design Document (TDD) |
| Development | <ul style="list-style-type: none"> Basic Configuration E-Form Configuration Workflow Configuration |
| Testing | <ul style="list-style-type: none"> Unit Testing Final Testing and Enhancement Development, if needed |
| Training | <ul style="list-style-type: none"> Draft OnBase Training Documentation |
| Production Deployment | <ul style="list-style-type: none"> Migration of Solution to Production Onsite go-live support |

Planning

An eDocument Resources project manager will be assigned to the project and will be responsible for coordinating resources and activities and managing the project timeline, and budget. The project manager will create a project plan and communicate the project progress to Galveston County in regular status meetings and budget report updates. Galveston County will be required to provide the eDoc Project manager a primary point of contact.

Testing

Unit testing will be conducted by eDocument Resources. However, Galveston County will be required to conduct user acceptance testing and provide authorization before the solution is made available in a production environment. eDocument Resources will provide Galveston County with a test plan template that can be used to create user test plans.

Training

Solution knowledge transfer will be conducted at the completion of the solution implementation. This knowledge transfer is conducted between the eDoc solution developer/installer and the Galveston County OnBase administration staff. The intent of the knowledge transfer is to provide the information essential for basic administration and maintenance of the specific configured solution.

This initiative will not include:

| Activity | Description |
|-----------------------|--|
| Data Conversion | Work outlined in this SOW does not include data conversion from existing or legacy systems to OnBase. Out of scope items would include, but not limited to: data related to integration, content stored in other repositories, etc. If this is desired, an approved change order will be required. |
| Custom Interfaces | Standard OnBase interfaces will be leveraged for this project. Customized web front-ends, applications, or web services are not in scope and will require an approved change order. |
| Activities not listed | Activities not listed in the in scope statement will require a change order. |

Critical Success Factors

Successful completion of this project is dependent on many factors. The following Critical Success Factors are applicable to this specific project:

1. Executive Sponsors from both Galveston County and eDocument Resources are involved with the project in order to clear obstacles to project success
2. Timely review and acceptance of deliverables is critical to meeting the project schedule
3. Client team participation especially subject matter experts is essential to meeting the project goals and objective

4. Close management on project scope and limitation of Change Order Requests
5. Minimal turnover of Galveston County and eDocument Resources project resources

Assumptions & Constraints

1. Galveston County will provide eDocument Resources project staff with access to all printed and electronic information relevant to this project at the beginning of the project.
2. Galveston County will provide a user account with proper access rights to the network and hardware as needed for both onsite and remote work.
3. Galveston County will supply a safe and functional workspace for eDocument Resources personnel to work at while on site.
4. Galveston County will provide one point of contact to work with eDoc to coordinate the work effort on this project and provide clarification of project-related issues and all other relevant communication.
5. Galveston County will allocate the appropriate internal staff for the project.
6. The scope and estimates are based on the high level design of the potential approval process that has been proposed by Galveston County. This approval process is included as Appendix B.
7. Any changes to scope of the work performed in this Statement of Work will be made in writing, approved by both parties and billed. The Change Order Form, provided as an appendix to this document will be used to initiate any changes by either party.
8. Any request that is not specifically stated in the in scope section of this document will be considered out of scope and require a change order.
9. The Galveston County OBSA will create UAT test cases
10. The Galveston County OBSA will conduct User Acceptance Testing
11. The Galveston County OBSA will be responsible for End User Training
12. eDoc assumes Galveston County is current on software maintenance, thus being eligible to receive the upgrade software per the OnBase maintenance agreement. If Galveston County is not current on software maintenance, they must work with their eDoc account manager to resolve.
13. eDocument Resources assumes no liability or responsibility for any changes made in the production environment that are not made by an eDocument Resources employee.
14. Notice: Software Manufacturers occasionally publish a schedule that indicates which versions or functionality is no longer supported or being phased into an end-of-life status. eDoc assumes that the client is taking responsibility for monitoring such end-of-life, deprecation, or sunset schedules and taking necessary precautions. If eDoc encounters a condition in the course of its project work that requires action or modification to resolve such an issue, it may result in a change order.

Professional Services Fees

Following is a summary of the installation services by task/department and the maximum fees to be paid by Customer.

| Phase | Hours | Consulting Fee |
|-----------|-------|----------------|
| Discovery | 32.0 | \$5,600.00 |
| Design | 40.0 | \$7,000.00 |

| | | |
|-----------------------|--------------|--------------------|
| Development | 80.0 | \$14,000.00 |
| Testing | 24.0 | \$4,200.00 |
| Training | 8.0 | \$1,400.00 |
| Production Deployment | 24.0 | \$4,200.00 |
| Project Management | 42.0 | \$7,350.00 |
| Grand Total | 250.0 | \$43,750.00 |

Any increase in the fees listed above will require prior written approval being obtained from the County's Commissioners' Court.

General Policy for Expenses

A Project Manager and an Implementation Specialist will be working on the project. Costs associated with consultant's travel to Galveston County will be invoiced as trip charges. Trip charges for this project will be as follows based on the assumption that each trip is 5 days. These will be itemized on the invoice.

| | |
|--------------|---|
| Airfare | \$1,025 (including taxes and fees) |
| Hotel | \$750 |
| Meals | \$225 (per diem \$45 per day) |
| Transport | \$300 (standard/mid-sized/intermediate car including taxes) |
| Parking | \$120 (airport) |
| <u>Other</u> | <u>\$25</u> |
| Total | \$2,445.00 |

Trip Charges:

The overall trip charges are based on the project phases as follows:

| Phase | Trips | Travel and Expenses |
|-----------------------|----------|---------------------|
| Discovery | 1 | \$2,445.00 |
| Production Deployment | 1 | \$2,445.00 |
| Project Management | 1 | \$2,445.00 |
| Total | 3 | \$7,335.00 |

Any increase in the fees listed above will require prior written approval being obtained from the County's Commissioners' Court.

Overall Professional Services Project Costs

| Task Description | Travel and Expenses |
|----------------------------|---------------------|
| Professional Services Fees | \$43,750.00 |
| Trip Charges | \$7,335.00 |
| Total | \$51,085.00 |

Any increase in the fees listed above will require prior written approval being obtained from the County's Commissioners' Court.

Overtime Policy

Professional Services are considered overtime if they belong to one of the following situations:

- 1) Work is being performed in the same time zone as eDoc Headquarters (CST) and the work falls outside of the standard business hours (Monday – Friday, 8:00 AM – 5:00 PM).
- 2) Work is being performed in a different time zone other than that of eDoc Headquarters (CST) and the work falls outside the hours of (Monday – Friday, 8:00 AM – 5:00 PM) in said time zone.

In certain circumstances, eDoc will perform work outside of normal business hours. eDoc will only charge an overtime premium when client has requested that work be performed outside of standard business hours (see above for location and/or hours details). Overtime rates are billed at 1.50 times the quoted services rate.

Change Control Procedure

Throughout this Statement of Work every effort has been made by eDoc and Galveston County to anticipate the most likely situations that could be encountered. The pricing of our services has been determined using the assumptions we have made collectively. When work is requested that is outside of the stated scope of work and/or responsibilities of both parties as stated above, a Change Order will be executed that will reflect the additional work, along with an associated price, plus or minus. When additional work is requested on an open-ended basis, it will be priced at the previously stated hourly rates. In addition, any expenses incurred for this Change Order will be billed to Galveston County.

Galveston County employee(s) authorized to submit and approve change orders: **James Johnson or his successor, upon prior written approval of Customer's Commissioners' Court.**

Additional Terms and Conditions

- The County reserves the right to terminate this Agreement at any time for any reason or for convenience upon (30) days prior written notice to vendor.
- The County agrees to pay in accordance with the terms and provisions of what is commonly called the Texas Prompt Payment Act. The Prompt Payment Act (Tex. Government Code, Chapter 2251) establishes when payments are due. This law stipulates a payment is due for goods or services 30 days from the date goods/services are completed, or a correct invoice is received, whichever is the later of the two.
- The contract billing terms are Time & Materials and Galveston County will be billed monthly.
- eDocument Resources may decline Statement of Work if Galveston County has not accepted agreement within the expiration date of this document (see header section). eDoc reserves the right to re-evaluate the scope and determine if a new Statement of Work must be drafted.
- During the 30-day Limited Warranty period, Galveston County must submit all issues to eDoc Support for initial troubleshooting and resolution. eDoc support will then escalate the issue as necessary to the originally assigned eDoc implementation specialist if available. During the 30-day Limited Warranty period, eDoc will work with Galveston County to identify if a Change Order will be needed to address the issue.

- After the 30-day Limited Warranty period, Galveston County must submit all issues to eDoc Support for all troubleshooting and resolution. Any issues, enhancements, or changes that require further assistance will be escalated to the Professional Services team to determine what action may be needed to assist Galveston County.

Facsimile or Electronic Copy

For purposes of this SOW, a signed copy delivered by facsimile or electronically shall be treated by the parties as an original of this SOW and shall be given the same force and effect.

Agreement

This work agreement is bound by the terms and conditions of the Master Agreement between eDoc and Galveston County. The signature listed below will serve to authorize the engagement of eDocument Resources services as described in this document.

This Agreement and all its provisions are accepted by:

Galveston County

Company Name ("Client")

eDocument Resources, LLC

Company Name ("eDoc")

By (Signature)

By (Signature)

Mark A. Henry, County Judge

Printed Name and Title

Printed Name and Title

Galveston County Courthouse
722 Moody, 2nd Floor

Address

6101 Baker Rd. Suite 207

Address

Galveston, TX 77550

City, State, Zip

Minnetonka, MN 55345

City, State, Zip

____ / ____ / ____
Dated

____ / ____ / ____
Dated

Attest: _____

Dwight D. Sullivan, County Clerk

Thank you for choosing eDocument Resources, LLC

*Sincerely,
Jerry Lynch
eDocument Resources*

Appendix A – Work Acceptance Form

Date Submitted ____ / ____ / ____

Company: _____

Project Name _____

Deliverable/Milestone _____

Milestone Cost _____

Exceptions:

- ☐ Accept Deliverable
- ☐ Decline Deliverable

Comments/Reason:

Company Name ("Client")

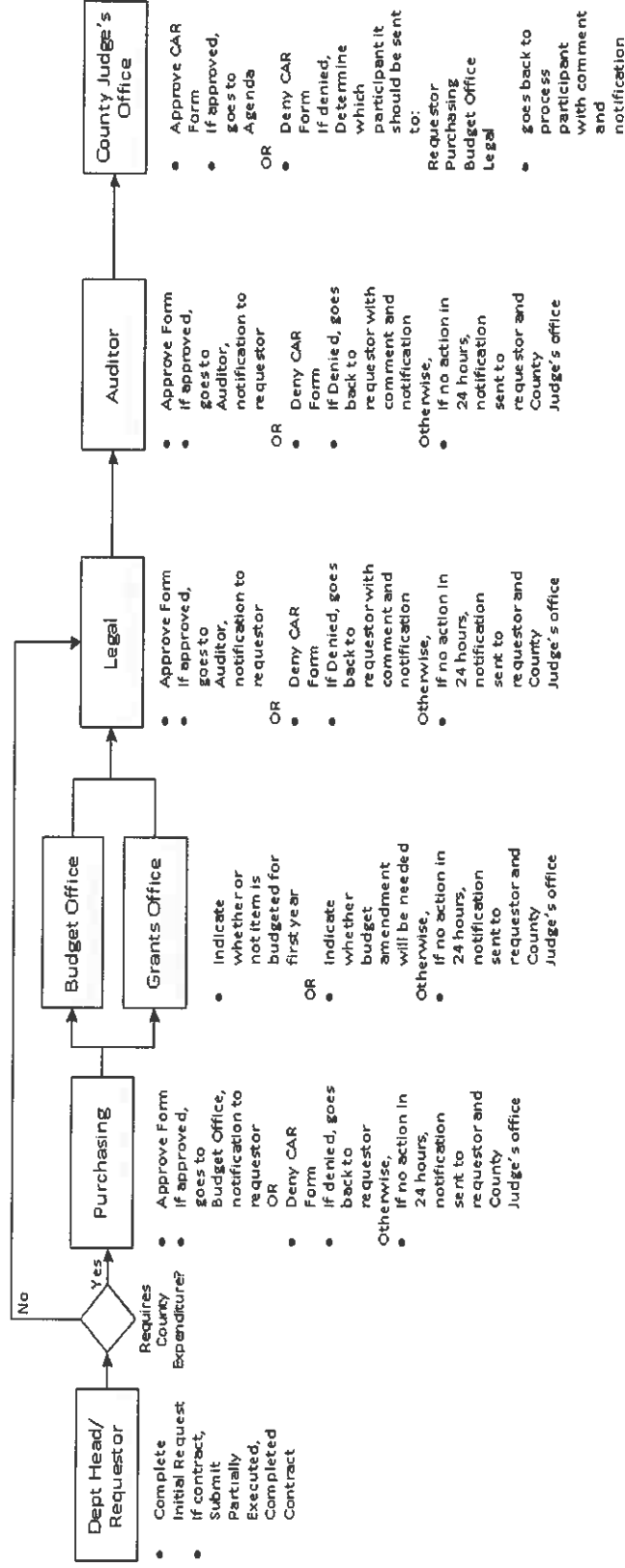
Project Sponsor Name (Print)

Project Sponsor Signature

Date

Appendix B – Proposed Process Design

Proposed Commissioners Court Agenda Item Approval Process



DRAFT
8/7/2013

©2013

www.edocumentresources.com

Statement of Work (SOW3778) for Galveston County Agenda Item Approval
8/21/2013 12:33 PM

AGENDA ITEM #16.



**GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
Contract Approval Request**

| To Be Completed By Department | | | | | | | |
|---|------------|--|----------------------------|---------------------------------|------------------------------------|--------------------------|----------------------|
| 1. Date of Request: 8/26/2013 | | 2. Contract Type: <u>Expense</u> Revenue Other | | | 3. Renewal Contract: Yes <u>No</u> | | |
| 4. Department Name: Information Technology | | | | 5. Department Contact: JJ Allen | | | |
| 6. Description: Essential Messaging - update service agreement: Monthly base rate increased from \$195.00 to \$245.00, includes 395 expert minutes & \$0.100 ^{\$0.30} per minute after the expert minutes have been used. | | | | | | | |
| 7. IFAS PEID No: 703690 | | 8. IFAS Req No: | | 9. Orgkey: 1101159100 | | 10. Object Code: 5481000 | |
| 11. Vendor: Essential Messaging | | | | 12. Vendor Contract No: CM13030 | | | |
| 13. Requested Legal Review: Yes <u>No</u> (Explain if No) Amendment to current Service agreement | | | | | | | |
| Expenditure Budget / Revenue Projections | | | | | | | |
| 14. Fund Name | 15. Fund # | 16. Current Year Budgeted | 17. Current Year Projected | 18. Year 2 Projected | 19. Year 3 Projected | 20. Year 4 Projected | 21. Year 5 Projected |
| Contract Services | 5481000 | 2,400 | \$3,000.00 | | | | |
| | | | | | | | |
| | | | | | | | |
| 22. Totals: | | 2,400 | \$3,000.00 | | | | |
| To Be Completed By Purchasing Department | | | | | | | |
| Contract Start Date: 10/1/13 | | Auto Renewal Contract: Yes <u>No</u> | | Bid No: N/A | | | |
| Contract End Date: 9/30/14 | | Contract # Issued By Purchasing: CM13311 | | | | | |

No Term Listed, Listed as
a FY expenditure on prior
POs.

| | | |
|---|---------------------------|------------|
| Approved By: | Signature | Date |
| Department Head: | <i>JJ Allen</i> | 8-28-13 |
| Assistant Purchasing Agent: | <i>Erin A. McRae CPPB</i> | 08/27/2013 |
| County Legal: | | |
| Contract listed in Budget Documentation: Yes / No | | |
| County Budget Office: | <i>[Signature]</i> | 8/27/2013 |

Issue PO
After 10/1/13
out of FY 14
Budget



Service Agreement

AR Acct# ESS1508 Appl Date 5/1/2013 Date Service to Begin Current Account
Subscriber Name Galveston County Phone #(main) 409 765 2685
Owner/Manager Shelle Fite Phone #(secondary) 409 766 2220
Physical Address 722 Moody 2nd Fl. IT Galveston, TX 77550 Fax # 409 770 6214
Billing Address same E-Mail: IT-Admin@co.galveston.tx.us
Type of Business Galveston County IT Tax Exempt # 74-6000908
Source/Referral _____ Invoice: ☒ Monthly ☐ Quarterly ☐ Annual

TELEPHONE ANSWERING SERVICE

Infinity # 1508 Toll-Free DID# _____ Local DID# 409 938 2508

Type of Service:

☒ TAS ☐ Alpha Dispatch ☐ Voice Mail ☐ Order Entry

Monthly Charges:

Base Rate \$ 245.00 Minutes Included 375 Additional Minutes Charge \$ \$0.60

SUMMARY OF CHARGES (Balance due before service begins)

Monthly Base Rate \$ \$245.00

Additional Charges \$ ---

Set-Up Fee \$ ---

Sales Tax (PA 6%) \$ ---

TOTAL DUE: \$ NONE - RATE CHANGE

☐ Auto Pay Option
☐ Invoice Email Option

Accepted for SUBSCRIBER by:

Print Name: Mark A. Henry
County Judge

Signature: _____

Date: _____

Attest: _____

Dwight D. Sullivan
County Clerk

Payment Type:

☐ creditcard ☐ check

Credit Card Information:

Card # _____

☐ American Express ☐ Discover

☐ Visa ☐ MasterCard

Expiration Date: _____

Accepted for ESSENTIAL MESSAGING by:

Signature Stacey Reedy Date 8/27/13

TERMS AND CONDITIONS

The Subscriber by subscribing to and using the services of ESSENTIAL MESSAGING agrees to the following:

Services and equipment rental are provided on a month-to-month basis with a minimum period of three (3) months unless otherwise noted. Title to and ownership of all equipment (other than Subscriber owned and maintained equipment) and telephone number(s) are retained by ESSENTIAL MESSAGING. Service may be terminated by the Subscriber or by ESSENTIAL MESSAGING at any time. When termination is initiated by the Subscriber, thirty (30) days written notice is requested.

All rates for services are subject to periodic review. Adjustments may be made, based upon your call volume, or if you have special requirements that necessitate our Telephone Secretaries spending additional time handling your calls. Accounts with monthly basic charges totaling \$20 or less will be billed on a quarterly basis. The individual signing this agreement must be at least eighteen (18) years of age and personally guarantees all payments and the fulfillment of all terms of this agreement. This application must be accompanied by the appropriate initial payment, Set-Up Fee, and deposit, as required.

The Subscriber hereby waives any claim against ESSENTIAL MESSAGING, which may arise out of the use of any equipment or service provided. The sole liability of ESSENTIAL MESSAGING for the loss or damages arising out of mistakes, omissions, delays, errors, or defects in the service or its transmission, failure or defects in transmission facilities that occur in the course of furnishing service and not caused by negligence of the Subscriber, the communications carrier failing to maintain proper standards of maintenance or operation, or ESSENTIAL MESSAGING not exercising reasonable supervision, shall not exceed an amount equivalent to the proportionate charge to the Subscriber for the period during which the mistake, error or failure occurred, not to exceed thirty (30) days.

ESSENTIAL MESSAGING is not liable for any act or omission of the provider of non-ESSENTIAL MESSAGING facilities which are used in providing service, interruptions, errors, delays, or defects in transmission, or failure to transmit, when caused by acts of God, fire, war, riots, government authorities, or other causes beyond the control of ESSENTIAL MESSAGING.

The Subscriber indemnifies and saves ESSENTIAL MESSAGING, and its officers, agents and employees harmless against any and all loss, damages, cost and expense, which the Subscriber may hereinafter suffer, incur, or be legally obligated to pay by reason of the provision of service above referenced by ESSENTIAL MESSAGING to the Subscriber; any claim for libel, slander, or infringement of copyright from material transmitted over its facilities; against claims of infringement or patents arising from, coming with, or used in connection with facilities of ESSENTIAL MESSAGING's apparatus and systems of the Subscriber; and against all other claims arising out of any act or omission of the Subscriber in connection with facilities or services provided by ESSENTIAL MESSAGING.

Deposits will be returned to the Subscriber within twenty-one (21) days after termination of service or upon establishment of sufficient credit history with ESSENTIAL MESSAGING. The Subscriber must make a written request to ESSENTIAL MESSAGING when requesting a refund of any deposit monies unless the Subscriber or ESSENTIAL MESSAGING terminates service as herein provided. If termination of service occurs beyond the initial service period the effective date of such termination shall be the last day of the month in which the Subscriber gives notice of termination to ESSENTIAL MESSAGING.

No representations have been made by either party other than stated herein and no modifications of this agreement shall be valid unless in writing and approved by both parties. The TERMS AND CONDITIONS stated above are a part of this agreement.

AGENDA ITEM #17.



GALVESTON COUNTY, TEXAS

COMMISSIONERS COURT

Contract Approval Request

To Be Completed By Department

| | | | | | |
|--|-----------|-------------------|--|----------------------|---|
| 1. Date of Request: | 8/26/2013 | 2. Contract Type: | <input checked="" type="radio"/> Expense <input type="radio"/> Revenue <input type="radio"/> Other | 3. Renewal Contract: | Yes <input type="radio"/> No <input checked="" type="radio"/> |
| 4. Department Name: | | | Information Technology | | |
| 5. Department Contact: | | | JJ Allen/Rebecca Galindo | | |
| 6. Description: | | | | | |
| Professional Services for P-Card and AP Interface work. SQL based. | | | | | |
| 7. IFAS PEID No: | 715786 | 8. IFAS Req No: | | 9. Orgkey: | 11591100 |
| 10. Object Code: | | 5754100 | | | |
| 11. Vendor: | | | KOA HILLS | | |
| 12. Vendor Contract No: | | | | | |
| 13. Requested Legal Review: | | | | | |
| Yes / No (Explain if No) | | | | | |

Expenditure Budget / Revenue Projections

| 14. Fund Name | 15. Fund # | 16. Current Year Budgeted | 17. Current Year Projected | 18. Year 2 Projected | 19. Year 3 Projected | 20. Year 4 Projected | 21. Year 5 Projected |
|----------------------|------------|---------------------------|----------------------------|----------------------|----------------------|----------------------|----------------------|
| One Solution Upgrade | 5754100 | | 15,998 | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| 22. Totals: | | | | | | | |

To Be Completed By Purchasing Department

| | | | |
|----------------------------------|--------|------------------------|---|
| Contract Start Date: | 9/2/13 | Auto Renewal Contract: | Yes <input checked="" type="radio"/> No <input type="radio"/> |
| Contract End Date: | | 9/30/14 | |
| Contract # Issued By Purchasing: | | CM13313 | |

Approved By:

Signature

Date

Department Head:

Assistant Purchasing Agent:

County Legal:

Contract listed in Budget Documentation: Yes / No

County Budget Office:

Signature: *[Signature]*
 Date: 8-27-13
 Assistant Purchasing Agent: *[Signature]*
 Date: 08/27/2013
 County Legal: *[Signature]*
 County Budget Office: *[Signature]*
 Date: 8/27/2013



KoaHills CONSULTING

Project Quote

Prepared For: Ms. Rebecca Galindo
Galveston County
722 Moody Avenue
Galveston, TX 77550

Quote Date: August 26, 2013
Project Title: CDD Report Development

| Professional Services Estimate | | | |
|--------------------------------|-------|-------|----------|
| Task Description | Hours | Rate | Cost |
| P-Card & AP Interface Work | 80 | \$185 | 14,800 |
| Total Professional Services | | | \$14,800 |

| Consultant Travel Estimate - 2 Days Onsite To Scope and Spec Reports | |
|--|---------|
| Mileage (120 Miles Per Day) - 10 Trips | \$678 |
| Meals (10 Days Per Diem) | \$520 |
| Subtotal - Travel | \$1,198 |

| | |
|---------------------------------|----------|
| Total Estimated Cost of Project | \$15,998 |
|---------------------------------|----------|

-NOTES-

- Professional Services will be billed as incurred.
- Professional Services estimate is based on current knowledge of client needs. Travel, meals, and lodging will be billed as incurred. Figures provided for budgetary purposes.
- Quote is valid for 90 days.

Signature _____

Print Name _____

Date _____

AGENDA ITEM #18.

CERTIFICATE OF PARTICIPATION

The V.G. Young Institute of County Government

Awards This Certificate To

Ryan L. Dennard

For Successfully Completing 10.0 Hours of Educational Training

During the

**79th Annual South Texas County Judges' and
Commissioners' Association Conference**

June 10-13, 2013

Corpus Christi, TX

**TEXAS A&M
AGRI LIFE
EXTENSION**

Douglas L. Steele

Douglas L. Steele, Director, Texas A&M AgriLife Extension Service

Rick Avery

Rick Avery, Director, V.G. Young Institute of County Government

Neil Fritsch

Neil Fritsch, President, South Texas County Judges' and Commissioners' Association



AGENDA ITEM #19.a.



Cheryl E. Johnson, RTA

Assessor and Collector of Taxes

Galveston County

Galveston County Courthouse

722 Moody Avenue, Galveston, Texas 77550

Toll Free: 877-766-2284 Fax: 409-766-2479 Office: 409-765-3277

Cheryl.E.Johnson@co.galveston.tx.us



August 16, 2013

Mark Henry
County Judge
722 Moody Street
Galveston, Texas 77550

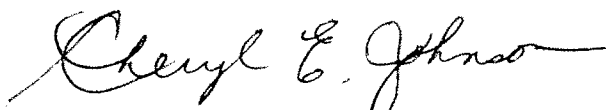
Re: Tax Refunds in Excess of \$2,500.00

Dear Judge Henry:

In accordance with Section 31.11 (a) of the Texas Property Tax Code, I hereby request approval of the following refund (s):

| <u>Account Number</u> | <u>Amount</u> | <u>Reason</u> |
|-----------------------|---------------|-------------------|
| 1641-0000-0136-000 | \$ 2,834.58 | Over Payment |
| 2366-0000-0002-000 | \$ 3,199.63 | Over Payment |
| 3829-0000-0007-000 | \$ 12,759.22 | Over Payment |
| 4015-0023-0007-000 | \$ 2,535.32 | Over Payment |
| 5047-0000-0000-001 | \$ 4,857.98 | Duplicate Payment |
| 6383-0000-1773-000 | \$ 7,387.84 | Over Payment |
| 4218-0000-0009-000 | \$ 5,023.56 | Duplicate Payment |
| 7135-0000-0053-000 | \$ 11,358.46 | Over Payment |
| 7140-0000-0051-000 | \$ 3,982.96 | Over Payment |
| 7385-0000-0015-013 | \$ 2,992.07 | Over Payment |

Sincerely,


Cheryl E. Johnson, RTA

Refunds in Excess of \$2,500.00

| Account Number | Amount | Reason |
|--------------------|--------------|-------------------|
| 1641-0000-0136-000 | \$ 2,834.58 | Over Payment |
| 2366-0000-0002-000 | \$ 3,199.63 | Over Payment |
| 3829-0000-0007-000 | \$ 12,759.22 | Over Payment |
| 4015-0023-0007-000 | \$ 2,535.32 | Over Payment |
| 5047-0000-0000-001 | \$ 4,857.98 | Over Payment |
| 6383-0000-1773-000 | \$ 7,387.84 | Over Payment |
| 4218-0000-0009-000 | \$ 5,023.56 | Duplicate Payment |
| 7135-0000-0053-000 | \$ 11,358.46 | Over Payment |
| 7140-0000-0051-000 | \$ 3,982.96 | Over Payment |
| 7385-0000-0015-013 | \$ 2,992.07 | Over Payment |

AGENDA ITEM #20.a.

LINEBARGER GOGGAN BLAIR & SAMPSON, LLP

ATTORNEYS AT LAW

OFFICE ADDRESS: 518 – 9TH AVENUE NORTH, TEXAS CITY, TX 77590-6317

MAILING ADDRESS: P. O. DRAWER 2789, TEXAS CITY, TEXAS 77590-2789

409/948-3401

FAX 409/945-9814

Brent Richbook, Partner

Mark E. Ciavaglia, Managing Partner
Mark.Ciavaglia@publicans.com

August 14, 2013

Ms. Dianna Martinez
Commissioner's Court
Galveston County Courthouse
722 Moody
Galveston, TX 77550

RECEIVED
AUG 20 2013

RE: Bids on Galveston County Tax Foreclosed Resale Property
Not Approved By Commissioner's Court
Grantee: Timothy Parham

GALVESTON COUNTY JUDGE

Dear Ms. Martinez,

We have received an offer on the Tax Foreclosed Properties for which the County of Galveston is the Trustee. This offer was reviewed by the LaMarque-Hitchcock Tax Foreclosed Property Resale committee and they have approved the sale. Please schedule this for review by the Commissioner's Court. Attached for the Commissioner's reference is a copy of the Bid Analysis, Proceeds Distribution Form, Bid Form, Galveston CAD Property Information, CAD Tax Map and other photo on this property.

| <u>Cause #</u> | <u>CAD #</u> | <u>Bid Amount</u> | <u>Recording Fee</u> | <u>Cashier's Check#</u> |
|----------------|--------------------|-------------------|----------------------|-------------------------|
| 09TX0004 | 5090-0000-0035-000 | \$ 1,400.00 | \$ 28.00 | 484431 |

If this sale is approved, please have Judge Mark Henry sign the enclosed Trustee's Deed. Also enclosed is the recording fee check for the property as shown above.

If you have any questions, please give me a call.

Best regards,



Judy A. Fuller
Executive Administrative Assistant to
Mark E. Ciavaglia

JF: encls

TAX FORECLOSURE SALE BID ANALYSIS

Galveston County, Trustee

PROPERTY DESCRIPTION

LEGAL DESCRIPTION: Lot 35, Meadow Place, Galveston County, Texas

LOCATION: empty lot on State St. , Hitchcock, TX

CAD ACCOUNT #:
5090-0000-0035-000

Land NHS \$1,400
Imp NHS

JUDGEMENT INFORMATION

DATE SHERIFF'S SALE: 08/03/10 **REDEMPTION EXPIRES:** EXPIRED

CAUSE # 09TX0004

STYLED: County of Galveston, et al.
vs. Jessie Bryant Swanson, Jr.

DATE DEED RECORDED:
08/19/10

RECORDING REFERENCE:
2010041572

COSTS:

GRAND TOTAL/JUDGEMENT AMT: **\$ 1,400.00**

TAX RESALE INFORMATION

BID AMOUNT: \$ 1,400.00

NAME OF BIDDER: Timothy Parham
15014 Sellers Rd., #51
Houston, TX 77060-5328

RESALE OF PROPERTY
DISBURSEMENT FORM

(Internal Control Document for Accounting/Finance Department)

Cause Number **09TX0004** on the docket of the **10th** District Court
COUNTY OF GALVESTON, ET AL. VS. JESSIE BRYANT SWANSON, JR.

Property Account Number: **5090-0000-0035-000**

Property Re-Sold to **TIMOTHY PARHAM, 15014 SELLERS RD., #51, HOUSTON, TX 77050-5328**
for **\$1,400.00**

| | |
|---|------------------|
| Galveston County Sheriff's Dept. (publication costs) | \$ 561.92 |
| Galveston County Clerk (recording fee #2010041572) | \$ 20.00 |
| Galveston County District Clerk (court costs) | \$ 416.00 |
| Lyn Wingert & Associates 2286 Gemini, Houston, TX 77058 (title fee) | \$ 250.00 |
| County of Galveston (taxes) | <u>\$ 152.08</u> |
| | \$ 1,400.00 |

RESALE OF PROPERTY
PROCEEDS DISTRIBUTION FORM

Cause Number **09TX0004** on the docket of the **10th** District Court
COUNTY OF GALVESTON, ET AL. VS. JESSIE BRYANT SWANSON, JR.

Property Account Number: **5090-0000-0035-000**

Legal Description: **LOT THIRTY-FIVE (35), MEADOW PLACE, GALVESTON COUNTY, TEXAS, SAID PROPERTY DESCRIBED MORE PARTICULARLY IN THE INSTRUMENT RECORDED IN VOLUME 2869, PAGE 565 IN THE OFFICIAL DEED RECORDS OF GALVESTON COUNTY, TEXAS**

Property Sold at Sheriff's Sale Conducted on AUGUST 3, 2010 for **\$1,400.00**

Property Re-Sold to **TIMOTHY PARHAM, 15014 SELLERS RD., #51, HOUSTON, TX 77050-5328** for **\$1,400.00**

Proceeds Distribution

| | <u>Original Amt</u> <u>Due At Sale</u> | <u>Actual</u> <u>Disbursement</u> |
|--|---|--|
| <u>Payment of Costs Pursuant to Texas Property Tax Code §34.02</u> | | |
| (1) Advertising: | | |
| to "Galveston County Sheriff's Dept." (publication costs) | \$ 561.92 | \$ 561.92 |
| (2) Reimbursement - Costs, Fees | | |
| to "Galveston County Clerk" (recording fee #2010041572) | \$ - | \$ 20.00 |
| (3) Attorney Ad Litem Fees | | |
| NONE IN THIS CAUSE | \$ - | \$ - |
| (4) Court Costs | | |
| to "Galveston County District Clerk" | \$ 416.00 | \$ 416.00 |
| (5) Title Search Fees | | |
| to "Lyn Wingert & Associates" 2286 Gemini, Houston, TX 77058 | \$ 250.00 | \$ 250.00 |
| | \$ 1,227.92 | \$ 1,247.92 |

Taxing Entity Distribution

| | <u>Proportionate</u> <u>Share</u> | <u>Taxes Due at</u> <u>Original Sale</u> | <u>Resale</u> <u>Share/(Loss)</u> |
|--|--|---|--|
| to "COUNTY OF GALVESTON" | 0.190662169 | \$ 326.31 | \$ 29.00 |
| to "CITY OF HITCHCOCK" | 0.186838548 | \$ 319.76 | \$ 28.41 |
| to "HITCHCOCK INDEPENDENT SCHOOL DISTRICT" | 0.549932404 | \$ 941.18 | \$ 83.63 |
| to "COLLEGE OF THE MAINLAND" | 0.072566879 | \$ 124.19 | \$ 11.04 |
| | Subtotal | \$ 1,711.44 | \$ 152.08 |
| | Grand Total | \$ 2,939.36 | \$ 1,400.00 |

**BID FORM
FOR PROPERTY IN TRUST PROPERTY**

I, (We) Timothy Parham
hereby declare and certify that:

A) I (We) are the Bidder(s) for the following properties:

CAD Property # 5090-0000-0035-000, described as follows:

ABST 26 PAGE 5 LOT 35 MEADOW PLACE

B) Bid Amount \$ 1400.00

Enclosed is my (our) Cashier's Check or Money Order made payable to the City of Texas City in the sum of \$ 140 which is ten percent (10%) of my (our) bid or \$100.00, whichever is greater. Payment in full must be made within thirty (30) days of final award of bid or bidder will forfeit bid deposit.

C) (We) agree that the City of Texas City reserves the right to reject any or all bids and to waive any formality in the bidding. No title insurance or surveys will be provided. Property is being sold "as is", "where is" and "without warranty".

D) By my signature below, I certify that I understand the condition and limitations of this sale. I further understand that the "minimum bid" amount may not include other taxes due which were not included in the judgment and that I will be responsible for those taxes if I am the successful bidder. I agree to indemnify the City of Texas City and its agents from any action or damages arising from the purchase of this property.

E) I (We) acknowledge that neither I (We) nor the entity tending this bid owns property on which delinquent property taxes are due and owing. The term 'delinquent property taxes' is defined as ad valorem taxes on either real property or business personal property for prior tax years. I (We) acknowledge that my bid may be rejected if I (We) own property on which delinquent taxes are due and owing.

Timothy Parham
* Bidder(s) printed name

Timothy Parham
Bidder(s) signature

15014 SELLERS Rd #51
* Address

832 880 2926
Phone Number

HOUSTON TX 77060-5328
* City, State, Zip Code

2/26/13
Date

* as it will appear on the Trustee's Deed

WESTERN UNION MONEY ORDER

THIS DOCUMENT CONTAINS A TRUE WATERMARK - HOLD UP TO LIGHT TO VIEW

WESTERN UNION FINANCIAL SERVICES INC. - ISSUER
Englewood, Colorado

Payable at Wells Fargo Bank Grand Junction - Downtown, N.A., Grand Junction, Colorado

14-625042431

A 602359 0 022613

F 1305 05

146250424310 L 000388

\$ 140.00

PAY EXACTLY ONE HUNDRED FORTY DOLLARS AND NO CENTS

PAY TO THE
ORDER OF

CITY of TEXAS CITY

PAYMENT FOR/ACCT. #

15014 SELLERS RD
HOUSTON TX 77060

Timothy Parham
PURCHASER'S SIGNATURE

THIS DOCUMENT CONTAINS A TRUE WATERMARK - HOLD TO LIGHT TO VIEW

smart:financial
CREDIT UNION

CASHIER'S CHECK

88-8357/3130

P.O. Box 920719, Houston, Texas 77292-0719
(713) 850-1600

NO. 484430

Date: July 29, 2013

PAY One Thousand Two Hundred Sixty and 00/100*****

Amount \$ *****1,260.00

TO
THE
ORDER
OF

Galveston County
RE:Mr. Timothy Parham

Amy Juma
Authorized Signature

Two signatures required if exceeds \$10,000

THIS DOCUMENT CONTAINS A TRUE WATERMARK - HOLD TO LIGHT TO VIEW

smart:financial
CREDIT UNION

CASHIER'S CHECK

88-8357/3130

P.O. Box 920719, Houston, Texas 77292-0719
(713) 850-1600

NO. 484431

Date: July 29, 2013

PAY Twenty-Eight and 00/100*****

Amount \$ *****28.00

TO
THE
ORDER
OF

Galveston County Clerk
RE: Mr. Timothy Parham

Amy Juma
Authorized Signature

Two signatures required if exceeds \$10,000



Galveston Central Appraisal District

9850 Emmett F. Lowry Expressway, Ste. A, Texas City, TX 77591, (866) 277-
Data on this Web site represents Preliminary 2013 Information [CLICK HISTORY FOR](#)

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- [Neighborhoods](#)
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- [ARB Rules](#)
- [ONLINE Protest Info](#)
- [New Homestead Info](#)
- [Tax Code](#)
- [Calendar](#)
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- [County Tax Rates](#)
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- [Forms](#)
- [NEW OGI Maps](#)
- [GIS Map Viewer](#)
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- [Texas CADs](#)

Property Detail Sheet (R170107)



[History](#)



[Plat Map](#)



[GIS Map](#)



[Datasheet](#)



[Protest](#)

Owner Information

Owner ID: **O407483**
Owner Name: **COUNTY-GALVESTON**
Owner Address: **722 MOODY AVE
GALVESTON, TX 77550-2317**
Email Address: **No email address on file.**
Property Address:

Parcel Information

Legal Description: **ABST 26 PAGE 5 LOT 35 MEADOW PLACE**
Neighborhood: **6852(6852 - Sunnyside)**
Acreage: **0.129**
Cross Reference: **5090-0000-0035-000**
Undivided Interest: **100%**
Exemption Codes: **EX (Exempt Property)**
Entity Codes: **GGA (Galveston County)
J05 (Mainland College)
S14 (Hitchcock Isd)
RFL (Co Road & Flood)
C33 (Hitchcock City)**
Deed Type: **Sheriff's Deed**
Deed Book:
Deed Page: **2010041572**
Map Page: **306-B**
Links:

[Click here](#) to view your 2012 certified values and prior history.

| Land | | | |
|--------------|----------------------|--------------------------------|-------------|
| ID | Type | SPTB | Market |
| Land1 | RL (Residential Lot) | C9 (Exempt Vacant Lots/tracts) | Unavailable |

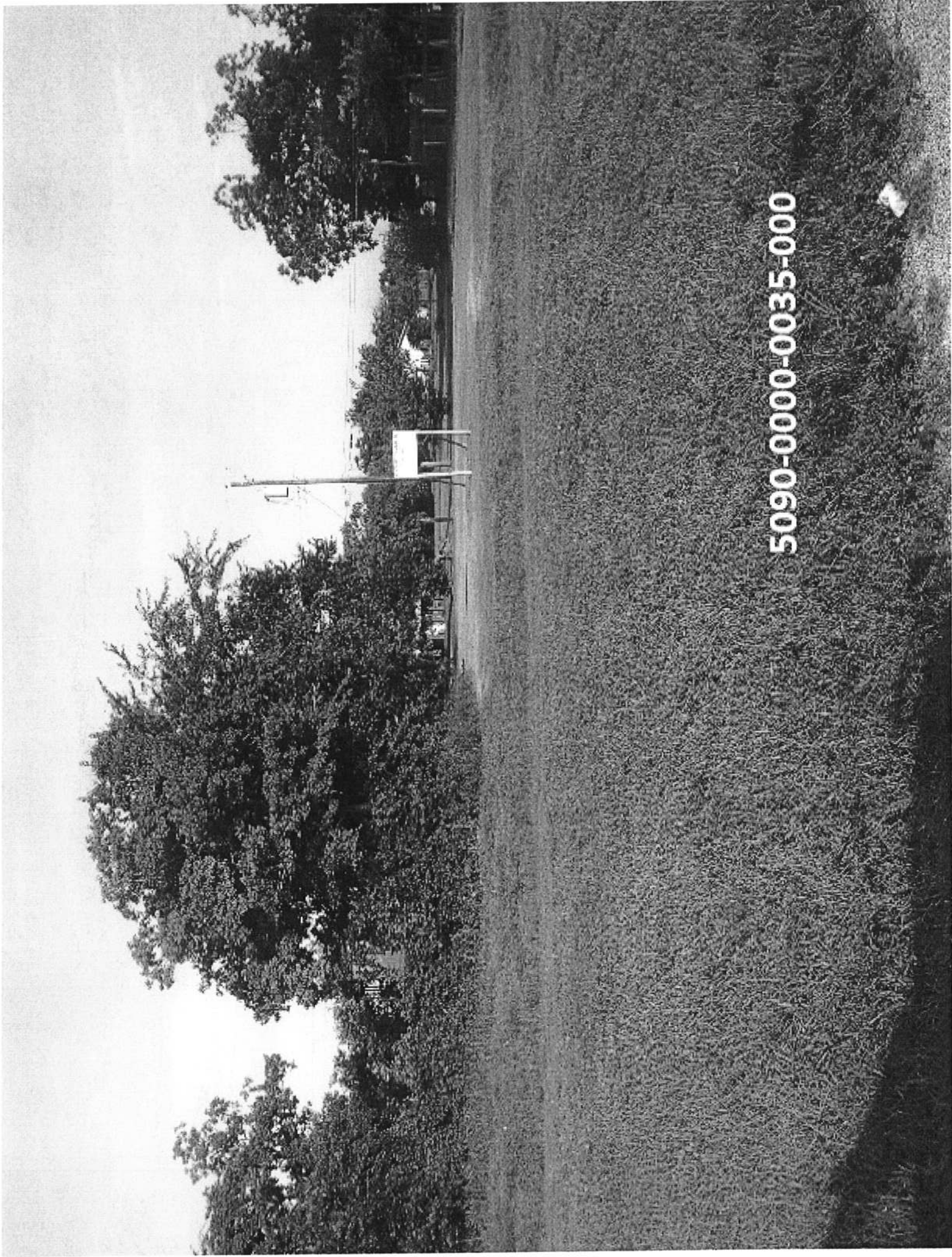


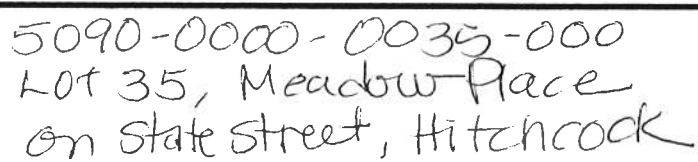
A recent version of Adobe Acrobat Reader is required to view PDF documents. Acrobat Reader is a free program available [here](#).

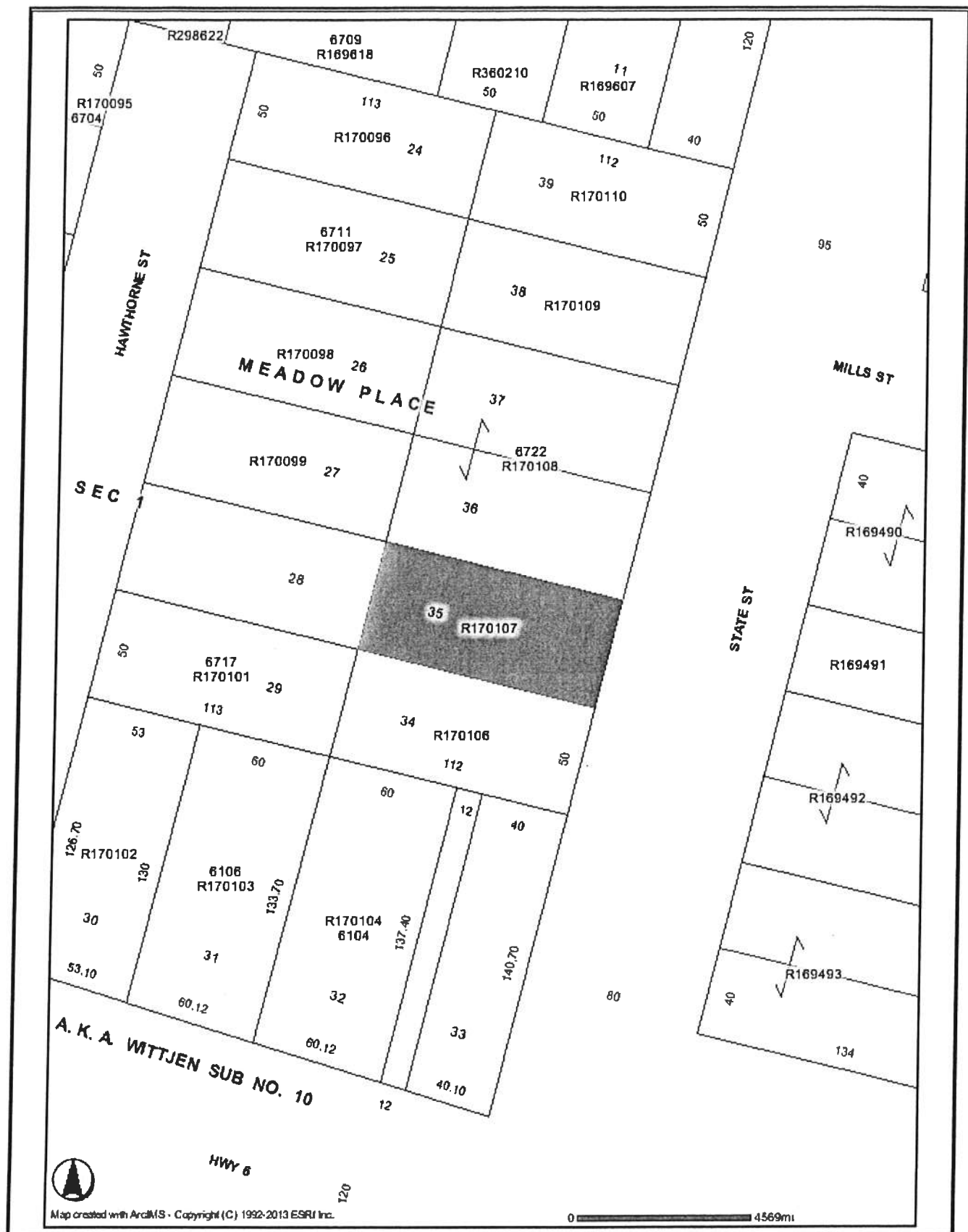
Page 1 of 1

| Current Owner | | | Legal Description | | Exemptions | | Market | | |
|---|--|--|------------------------------------|-------------|------------|--------------|-------------|-------|--|
| COUNTY-GALVESTON (0407483) 722 MOODY AVE GALVESTON, TX 77550-2317 | | | ABST 26 PAGE 5 LOT 35 MEADOW PLACE | | EX | | Unavailable | | |
| Situs Address | | | History Information | | | | | | |
| | | | 2012 | 2011 | 2010 | 2009 | | | |
| | | | Imp HS | \$0 | \$0 | \$0 | - | | |
| | | | Imp NHS | \$0 | \$0 | \$0 | - | | |
| | | | Land HS | \$0 | \$0 | \$0 | - | | |
| | | | Land NHS | \$1,400 | \$1,400 | \$1,400 | \$1,400 | | |
| | | | Ag Mkt | \$0 | \$0 | \$0 | - | | |
| | | | Ag Use | \$0 | \$0 | \$0 | - | | |
| | | | Tim Mkt | \$0 | \$0 | \$0 | - | | |
| | | | Tim Use | \$0 | \$0 | \$0 | - | | |
| | | | HS Cap | - | - | - | - | | |
| | | | Assessed | \$1,400 | \$1,400 | \$1,400 | \$1,400 | | |
| | | | Type | Description | Area | Improvements | | Value | |
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5090-0000-0035-000







5090-0000-0035-000
Lot 35, Meadow Place
on State Street, Hitchcock

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

TRUSTEE'S DEED

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF GALVESTON §

WHEREAS, by Order of Sale, issued by the Galveston County District Court, **10th** Judicial District in Cause Numbered **09TX0004** styled "**COUNTY OF GALVESTON, ET AL. VS. JESSIE BRYANT SWANSON, JR.**" the Sheriff of Galveston County, on JUNE 22, 2010, seized and levied upon the right, title and interest the defendants had in the premises hereinafter described; and

WHEREAS, the Sheriff on **AUGUST 3, 2010**, sold and conveyed the premises to **COUNTY OF GALVESTON**, as Trustee for itself and for **CITY OF HITCHCOCK, HITCHCOCK INDEPENDENT SCHOOL DISTRICT** and **COLLEGE OF THE MAINLAND** for the sum of **ONE THOUSAND FOUR HUNDRED AND NO/100 DOLLARS (\$1,400.00)**, it being the highest bidder therefore; and

WHEREAS, the GRANTEE named herein desires to purchase this property for the sum of **ONE THOUSAND FOUR HUNDRED AND NO/100 DOLLARS (\$1,400.00)**; and

WHEREAS, this sale is authorized pursuant to V.T.C.A., Tax Code §34.05(b).

WHEREAS this sale is authorized pursuant to an Interlocal Agreement between **COUNTY OF GALVESTON, CITY OF HITCHCOCK, HITCHCOCK INDEPENDENT SCHOOL DISTRICT** and **COLLEGE OF THE MAINLAND** as permitted under Texas Government Code §791.011; and

WHEREAS the Interlocal Agreement between **COUNTY OF GALVESTON, CITY OF HITCHCOCK, HITCHCOCK INDEPENDENT SCHOOL DISTRICT** and **COLLEGE OF THE MAINLAND** provides that the County Judge of Galveston County will execute Trustee's Deeds on behalf of all taxing entities made a party to the Interlocal Agreement pursuant to offers approved by the Resale Committee under the Interlocal Agreement.

NOW, THEREFORE, in consideration of the sum of **ONE THOUSAND FOUR HUNDRED AND NO/100 DOLLARS (\$1,400.00)** paid by the GRANTEE named below, the receipt and sufficiency of which is acknowledged, **COUNTY OF GALVESTON, CITY OF HITCHCOCK, and HITCHCOCK INDEPENDENT SCHOOL DISTRICT, and COLLEGE OF THE MAINLAND ("GRANTOR")**, have GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY to **TIMOTHY PARHAM, of 15014 SELLERS RD., #51, HOUSTON, TX 77050-5328 ("GRANTEE")**, the following described real property, to wit:

LOT THIRTY-FIVE (35), MEADOW PLACE, GALVESTON COUNTY, TEXAS, SAID PROPERTY DESCRIBED MORE PARTICULARLY IN THE INSTRUMENT RECORDED IN VOLUME 2869, PAGE 565 IN THE OFFICIAL DEED RECORDS OF GALVESTON COUNTY, TEXAS.

GRANTOR excludes and excepts from this conveyance any warranties, express or implied, on the property, including, without limitation, any warranties arising by common law or Section 5.023 of the Texas Property Code.

GRANTOR conveys the property:

- a) "as is", "with all faults" and without any warranty as to condition or environmental hazard,
- b) subject to all restrictions, easements, rights-of-way leases, oil, gas and mineral leases, royalties, mineral conveyances, and mineral reservations of record, if any, in the office of the County Clerk of said County,
- c) subject to any right of redemption; and
- d) subject to rights of parties in possession.

GRANTOR disclaims any warranty, guaranty or representation, oral or written, on:

- a) the nature and condition of the property or other items conveyed hereunder, including, without limitation, the water, soil and geology,
- b) the suitability of the property conveyed hereunder for any and all activities and uses which GRANTEE may elect to conduct thereon,
- c) the existence of any environmental hazards or conditions thereon (including but not limited to the presence of asbestos or other hazardous materials),
- d) compliance with applicable environmental laws, rules or regulations; and
- e) the compliance of the property with any laws, ordinances, or regulations of any governmental entity or body.

By acceptance of this deed, GRANTEE acknowledges and agrees:

- a) that GRANTOR acquired the property through foreclosure of a tax lien as Trustee and as such has little, if any, knowledge of the physical or economic characteristics of the property,
- b) GRANTEE has inspected the property and are relying solely on their own investigation of the same and not on any information provided or to be provided by on behalf of GRANTOR,
- c) that any information provided with respect to the property was obtained from a variety of sources,
- d) GRANTOR (1) has not made any independent investigation or verification of such information; and (2) does not make any representations as to the accuracy or completeness of such information; and
- e) that if there are any improvements on the property, GRANTOR shall not be responsible for or liable to GRANTEE for any construction defects, errors, omissions, of any other conditions affecting the property.

GRANTEE or anyone claiming by, through or under GRANTEE, hereby fully releases GRANTOR, its employees, officers, directors, representatives, attorneys and agents from any and all claims that it may now have or hereafter acquire against GRANTOR, its respective employees, officers, directors, representatives, attorneys and agents for any cost, loss, liability, damage, expense, demand, action or cause of action arising from or related to the

conveyance of the premises herein as well as any construction defects, errors, omissions, or other conditions affecting the property and other items conveyed hereunder. GRANTEE further acknowledges and agrees that this release shall be given full force and effect according to each of its express terms and provisions, including, but not limited to, those relating to unknown and suspected claims, damages and causes of action. This covenant releasing GRANTOR shall be a covenant running with the property and shall be binding upon GRANTEE, their heirs, successors, beneficiaries and assigns. GRANTOR hereby assigns without recourse or representation of any nature to GRANTEE, effective upon the execution and delivery hereof, any and all claims that GRANTOR may have for any such errors, omissions or defects in the property and other items conveyed hereunder. As a material covenant and condition of this conveyance, GRANTEE agrees that in the event of any such construction defects, errors, omissions or on account of any other conditions affecting the property, GRANTEE shall look solely to GRANTOR's predecessors or to such contractors and consultants as may have contracted for work in connection with the property and other items conveyed hereunder for any redress or relief. Upon the assignment by GRANTOR of its claims, GRANTEE releases GRANTOR of all right, express or implied, GRANTEE may have against GRANTOR arising out of or resulting from any errors, omissions or defects in the property and other items conveyed hereunder. GRANTEE further understands that some of GRANTOR's predecessors in interest may be or become insolvent, bankrupt, judgment-proof or otherwise incapable of responding in damages, and GRANTEE may have no remedy against such predecessors, contractors or consultants.

GRANTEE hereby further agrees on behalf of himself and his heirs, successors, beneficiaries and assigns to indemnify, protect, defend, save and hold harmless GRANTOR and GRANTOR's elected and appointed officials, employees, officers, directors, representatives, attorneys and agents from and against any and all debts, duties, obligations, liabilities, suits, claims, demands, cause of action, damages, losses, costs and expenses (including, without limitation, attorneys' fees and expenses and court costs) in any way relating to, connected with or arising out of the property and other items conveyed hereunder or the ownership, leasing, use, operation, maintenance and management thereof from and after the date hereof, including, without limitation, the cost of any removal of hazardous substances or contaminants from the property and other items conveyed hereunder.

TO HAVE AND TO HOLD the above described premises together with all and singular the rights and appurtenances thereto in any wise belonging unto GRANTEE, their heirs, and assigns, forever.

Taxes for the current year are to be paid by GRANTEE.

EXECUTED this the _____ day of _____, 2013.

COUNTY OF GALVESTON

By: _____
Mark Henry, County Judge of Galveston County, Texas

STATE OF TEXAS

§

COUNTY OF GALVESTON

§

§

BEFORE ME, the undersigned authority, on this day personally appeared MARK HENRY as County Judge of Galveston County, Texas, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office this the _____ day of _____, 2013.

NOTARY PUBLIC, in and for the State of Texas

Printed or Typed Name of Notary

After recording return to:

Linebarger Goggan Blair & Sampson, LLP
P O Box 2789
Texas City, TX 77592-2789

AGENDA ITEM #20.b.

LINEBARGER GOGGAN BLAIR & SAMPSON, LLP

ATTORNEYS AT LAW

OFFICE ADDRESS: 518 – 9TH AVENUE NORTH, TEXAS CITY, TX 77590-6317

MAILING ADDRESS: P. O. DRAWER 2789, TEXAS CITY, TEXAS 77590-2789

409/948-3401

FAX 409/945-9814

Brent Richbook, Partner

Mark E. Ciavaglia, Managing Partner

Mark.Ciavaglia@publicans.com

August 16, 2013

Ms. Dianna Martinez
Commissioner's Court
Galveston County Courthouse
722 Moody
Galveston, TX 77550

RECEIVED
AUG 20 2013

GALVESTON COUNTY JUDGE

RE: **Bid on Galveston County Tax Foreclosed Resale Property**
Account No. 7056-0000-0224-002 Cause 09TX0694
Grantee: Steve Pothos

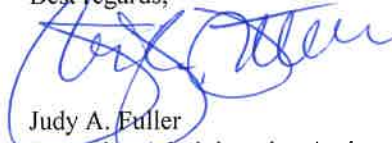
Dear Ms. Martinez,

Perdue Brandon Fielder Collins & Mott, LP has received offer on the tax foreclosed property listed above on which Santa Fe ISD is the Trustee. This offer was reviewed by the Santa Fe ISD's Board of Trustees and they have approved the sale. Please schedule this for review by the Galveston County Commissioner's Court. Attached for your reference are copies of the Bid Analysis, Proceeds Distribution Form and the prepared Resale Deed.

If this sale is approved, please have the appropriate person sign the enclosed Resale Deed and return it to Perdue Brandon Fielder Collins & Mott, LLP at the address shown on Page 9 of the Resale Deed.

If you have any questions, please give me a call.

Best regards,



Judy A. Fuller
Executive Administrative Assistant to
Mark E. Ciavaglia

JF: encls.

BID ANALYSIS

Cause #: 09TX0694
Bid Amount: \$32,000.00
Bidders Name: Steve Pothos
Strike Off Date: 01-31-2011

Acct. #: 7056-0000-0224-002
Property Value: \$78,520.00
Minimum Bid at first sale: \$76,388.33

JUDGMENT INFORMATION

| Tax Entity | Tax Years | Amount Due |
|--|-----------|-------------|
| Santa Fe ISD, Galveston County Education District | 1990-2009 | \$40,326.19 |
| Galveston County, Road & Flood, City of Santa Fe, Galveston County Drainage District #1, Galveston County Emergency Service District #1, College of the Mainland | 1990-2009 | \$34,226.94 |

Total:
\$74,553.13

COSTS

| | |
|---|----------|
| Publication Fee: (Payable to Galveston County Sheriff's Department) | \$696.20 |
| Court Costs: (Payable to Galveston County District Clerk) | \$389.00 |
| Ad Litem Fees: (Payable to Margaret T. Hindman) | \$500.00 |
| Research Fee: (Payable to Lyn Wingert & Associates) | \$250.00 |
| Filing Fees-Sheriff Deed Fee: (Payable to PBFCM) | \$20.00 |
| Filing Fees- Resale Deed Fee: (Payable to Galveston County Clerk) | \$48.00 |

Total:
\$1,903.20

POST JUDGMENT TAXES

| Entity | Tax Year | Amount due: Aug 2013 P/I |
|-------------------------|----------|-----------------------------|
| Santa Fe ISD | 2010 | \$1,775.42 |
| Galveston County, et al | 2010 | \$1,696.37 |

Total: \$3,471.79

PROPOSED DISTRIBUTION

Bid Amount: \$32,000.00
Net to Distribute: \$30,096.80

Costs: \$1,903.20
Post Judgment: \$3,471.79*

Disburse checks as follows:

| | | | |
|-------------------------|----------|-------------|---|
| Santa Fe ISD (inc. CED) | 54.0905% | \$16,279.52 | Pro-rated amount for judgment years 1990-2009 |
| Galveston County | 45.9095% | \$13,817.28 | Pro-rated amount for judgment years 1990-2009 |
| PBFCM | | \$1,903.20 | Costs due under law suit/ tax sale/ resale |

**Purchaser will be billed for post judgment taxes once resale deed has been recorded.*

RESALE OF PROPERTY
PROCEEDS DISTRIBUTION FORM

Cause Number **09TX0694** on the docket of the **212th** District Court
COUNTY OF GALVESTON VS. ANN LEE BREITSCHOPF

Property Account Number: **2030-0000-0004-000**

Legal Description: **PART OF LOT TWO HUNDRED TWENTY-FOUR (224-2) THAMANS 2ND SUBDIVISION, GALVESTON COUNTY, TEXAS, SAID PROPERTY DESCRIBED MORE PARTICULARLY IN THE INSTRUMENT RECORDED IN VOLUME 2985, PAGE 58, IN THE OFFICIAL DEED RECORDS OF GALVESTON COUNTY, TEXAS.**

Property Sold at Sheriff's Sale Conducted on November 2, 2010 for **\$76,388.33**

Property Re-Sold to **STEVE P. POTHOS, 3214 PINE, GALVESTON, TX 77551** for **\$32,000.00**

Proceeds Distribution

| | <u>Original Amt</u> <u>Due At Sale</u> | <u>Actual</u> <u>Disbursement</u> |
|---|---|--|
| <u>Payment of Costs Pursuant to Texas Property Tax Code §34.02</u> | | |
| (1) Advertising: to "Galveston County Sheriff's Dept." (publication costs) | \$ 696.20 | \$ 696.20 |
| (2) Reimbursement - Costs, Fees to "PBFCM" (Sheriff deed fee) | \$ - | \$ 20.00 |
| to "Galveston County Clerk" (Resale Deed Fee) | | \$ 48.00 |
| (3) Attorney Ad Litem Fees to "Margaret Hindman" | \$ 500.00 | \$ 500.00 |
| (4) Court Costs to "Galveston County District Clerk" | \$ 389.00 | \$ 389.00 |
| () Title Search Fees to "Lyn Wingert & Associates" | \$ 250.00 | \$ 250.00 |
| | <u>\$ 1,835.20</u> | <u>\$ 1,903.20</u> |

| <u>Taxing Entity Distribution</u> | <u>Proportionate</u> <u>Share</u> | <u>Taxes Due at</u> <u>Original Sale</u> | <u>Resale</u> <u>Share/(Loss)</u> |
|---|--|---|--|
| to "COUNTY OF GALVESTON" | 0.325252088 | \$ 11,132.38 | \$ 4,494.10 |
| to "CITY OF SANTA FE" | 0.320062231 | \$ 10,954.75 | \$ 4,422.38 |
| to "SANTA FE INDEPENDENT SCHOOL DISTRICT" | 0.000000000 | \$ 40,326.19 | \$ 16,279.52 |
| to "DRAINAGE DISTRICT #1" | 0.100295169 | \$ 3,432.80 | \$ 1,385.81 |
| to "EMS DISTRICT #1" | 0.088969702 | \$ 3,045.16 | \$ 1,229.32 |
| to "COLLEGE OF THE MAINLAND" | 0.165420809 | \$ 5,661.85 | \$ 2,285.67 |
| | Subtotal | \$ 74,553.13 | \$ 30,096.80 |
| | Grand Total | \$ 76,388.33 | \$ 32,000.00 |

**Notice of confidentiality rights: If you are a natural person, you may remove or strike any or all of the following information from this instrument before it is filed for record in the public records:
your social security number or your driver's license number.
(Language pursuant to Section 11.008 of the Texas Property Code)**

| | | |
|---------------------|---|-------------|
| THE STATE OF TEXAS | § | |
| | § | RESALE DEED |
| COUNTY OF GALVESTON | § | |

KNOW ALL MEN BY THESE PRESENTS that the SANTA FE INDEPENDENT SCHOOL DISTRICT for itself and the use and benefit of the GALVESTON COUNTY EDUCATION DISTRICT, GALVESTON COUNTY, GALVESTON COUNTY ROAD & FLOOD, CITY OF SANTA FE, GALVESTON COUNTY DRAINAGE DISTRICT NO. 1, GALVESTON COUNTY EMERGENCY SERVICES DISTRICT #1 and COLLEGE OF THE MAINLAND, acting by and through its duly elected official ("GRANTOR") as authorized by Section 34.05, Texas Property Tax Code, for and in consideration of the sum of THIRTY-TWO THOUSAND DOLLARS AND 00/100 (\$32,000.00) AND OTHER GOOD AND VALUABLE CONSIDERATION, in hand paid by STEVE P. POTHOS ("GRANTEE") the receipt of which is hereby acknowledged and confessed, has granted and conveyed and by these presents do grant and convey unto said grantee all right, title and interest of SANTA FE INDEPENDENT SCHOOL DISTRICT for itself and the use and benefit of the GALVESTON COUNTY EDUCATION DISTRICT, GALVESTON COUNTY, GALVESTON COUNTY ROAD & FLOOD, CITY OF SANTA FE, GALVESTON COUNTY DRAINAGE DISTRICT NO. 1, GALVESTON COUNTY EMERGENCY SERVICES DISTRICT NO. 1 and COLLEGE OF THE MAINLAND, in the property herein conveyed, acquired by tax foreclosure sale heretofore held, in Cause No. 09TX0694, styled Galveston County, et al vs. Breitschopf, Ann Lee said property being described as:

PART OF LOT TWO HUNDRED TWENTY-FOUR (224-2) THAMANS 2ND SUBDIVISION, GALVESTON COUNTY, TEXAS, SAID PROPERTY DESCRIBED MORE PARTICULARLY IN THE INSTRUMENT RECORDED IN VOLUME 2985, PAGE 58, IN THE OFFICIAL DEED RECORDS OF GALVESTON COUNTY, TEXAS. (ACCOUNT NUMBER 7056-0000-0224-002)

GRANTOR excludes and excepts from this conveyance any warranties, express or implied, on the property, including, without limitation, any warranties arising by common law or Section 5.023 of the Property Code.

GRANTOR conveys the property:

- (a). "as is", "with all faults" and without any warranty as to condition or environmental hazard,
- (b). subject to all restrictions, easements, rights-of-way leases, oil, gas and mineral leases, royalties, mineral conveyances, and mineral reservations of record, if any, in the office of the County Clerk of said County,
- (c). subject to any right of redemption; and

- (d). subject to rights of parties in possession

GRANTOR disclaims any warranty, guaranty or representation, oral or written, on:

- (a). the nature and condition of the property or other items conveyed hereunder, without limitation, the water, soil and geology,
- (b). the suitability of the property conveyed hereunder for any and all activities and uses which GRANTEE may elect to conduct thereon,
- (c). the existence of any environmental hazards or conditions thereon, (including but not limited to the presence of asbestos or other hazardous materials),
- (d). compliance with applicable environmental laws, rules or regulations; and
- (e). the compliance of the property with any laws, ordinances, or regulations of any governmental entity or body.

By acceptance of this deed, GRANTEE acknowledges and agrees:

- (a). that GRANTOR acquired the property through foreclosure of a tax lien as Trustee and as such has little, if any, knowledge of the physical or economic characteristics of the property,
- (b). GRANTEE has inspected the property and is relying solely on **his** own investigation of the same and not on any information provided or to be provided by on behalf of GRANTOR,
- (c). that any information provided with respect to the property was obtained from a variety of sources, and
- (d). GRANTOR (1) has not made any independent investigation or verification of such information; and (2) does not make any representations as to the accuracy or completeness of such information.
- (e). that if there are any improvements on the property, GRANTOR shall not be responsible for or liable to GRANTEE for any construction defects, errors omissions, or any other conditions affecting the property.

GRANTEE or anyone claiming by, through or under GRANTEE, hereby fully releases GRANTOR, its employees, officers, directors, representatives, attorneys and agents from any and all claims that it may now have or hereafter acquire against GRANTOR, its respective employees, officers, directors, representatives, attorneys and agents for any cost, loss, liability, damage, expense, demand, action or cause of action arising from or related to the conveyance of the premises herein as well as any construction defects, errors, omissions, or other conditions affecting the property and other items conveyed hereunder. GRANTEE further acknowledges and agrees that this release shall be given full

force and effect according to each of its express terms and provisions, including, but not limited to, those relating to unknown and suspected claims, damages and causes of action. This covenant releasing GRANTOR shall be a covenant running with the property and shall be binding upon GRANTEE, **his** heirs, successors, beneficiaries and assigns. GRANTOR hereby assigns without recourse or representation of any nature to GRANTEE, effective upon the execution and delivery hereof, any and all claims that GRANTOR may have for any such errors, omissions or defects in the property and other items conveyed hereunder. As a material covenant and condition of this conveyance, GRANTEE agrees that in the event of any such construction defects, errors, omissions or on account of any other conditions affecting the property, GRANTEE shall look solely to GRANTOR'S predecessors or to such contractors and consultants as may have contracted for work in connection with the property and other items conveyed hereunder for any redress or relief. Upon the assignment by GRANTOR of its claims, GRANTEE releases GRANTOR of all right, express or implied, GRANTEE may have against GRANTOR arising out of or resulting from any errors, omissions or defects in the property and other items conveyed hereunder. GRANTEE further understands that some of GRANTOR'S predecessors in interest may be or become insolvent, bankrupt, judgment-proof or otherwise incapable of responding in damages and GRANTEE may have no remedy against such predecessors, contractors or consultants.

GRANTEE hereby further agrees on behalf of **himself** and **his** heirs, successors, beneficiaries and assigns to indemnify, protect, defend, save and hold harmless GRANTOR and GRANTOR'S elected and appointed officials, employees, officers, directors, representatives, attorney and agents from and against any and all debts, duties, obligation, liabilities, suits, claims, demands, cause of action, damages, losses, costs and expenses (including, without limitation, attorneys' fees and expenses and court costs) in any way relating to, connected with or arising out of the property and other items conveyed hereunder or the ownership, leasing, use, operation, maintenance and management thereof from and after the date hereof, including, without limitation, the cost of any removal of hazardous substances or contaminants from the property and other items conveyed hereunder.

TO HAVE AND TO HOLD said premises, together with all and singular the rights, privileges and appurtenances thereto in any manner belonging unto the said STEVE P. POTHOS, **his** successors, beneficiaries, heirs and assigns forever, so that neither the SANTA FE INDEPENDENT SCHOOL DISTRICT for itself and the use and benefit of the GALVESTON COUNTY EDUCATION DISTRICT, GALVESTON COUNTY, GALVESTON COUNTY ROAD & FLOOD, CITY OF SANTA FE, GALVESTON COUNTY DRAINAGE DISTRICT NO. 1, GALVESTON COUNTY EMERGENCY SERVICES DISTRICT #1 and COLLEGE OF THE MAINLAND, nor any person claiming under it shall at any time hereafter have, claim or demand any right or title to the aforesaid premises or appurtenances, or any part thereof.

Taxes for post judgment years and for the current year are assumed by, and are to be paid by GRANTEE.

Executed this _____ day of _____, 2013.

IN TESTIMONY WHEREOF, the taxing authorities herein have caused these presents to be executed their _____ day of _____, 2013.

SANTA FE INDEPENDENT SCHOOL DISTRICT FOR ITSELF
AND AS TRUSTEE FOR THE USE AND BENEFIT OF THE
GALVESTON COUNTY EDUCATION DISTRICT

JOHN ROTHERMEL
PRESIDENT, BOARD OF TRUSTEES

THE STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

ACKNOWLEDGMENT

BEFORE ME, the undersigned authority, on this day personally appeared, JOHN ROTHERMEL, President, Board of Trustees, Santa Fe Independent School District for itself and as trustee for the use and benefit of the Galveston County Education District, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of
_____, 2013.

SEAL

NOTARY PUBLIC, in and for the
STATE OF TEXAS
My Commission Expires: _____

GALVESTON COUNTY FOR ITSELF AND AS
TRUSTEE FOR THE USE AND BENEFIT OF THE
GALVESTON COUNTY ROAD AND FLOOD

MARK HENRY
COUNTY JUDGE

THE STATE OF TEXAS

§

§

COUNTY OF GALVESTON

§

BEFORE ME, the undersigned authority, on this day personally appeared MARK HENRY, County Judge, Galveston County for itself and as Trustee for the use and benefit of the Galveston County Road and Flood, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of

_____ 2013.

NOTARY PUBLIC, in and for the
STATE OF TEXAS

My Commission Expires: _____

CITY OF SANTA FE

RALPH STENZEL
MAYOR

THE STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

BEFORE ME, the undersigned authority, on this day personally appeared RALPH STENZEL, Mayor, City of Santa Fe, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of
_____ 2013.

NOTARY PUBLIC, in and for the
STATE OF TEXAS

My Commission Expires: _____

COLLEGE OF THE MAINLAND

THE STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

BEFORE ME, the undersigned authority, on this day personally appeared _____,
_____, College of the Mainland, known to me to be the person whose name is
subscribed to the foregoing instrument, and acknowledged to me that he executed same for the purposes
and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of
_____ 2013.

NOTARY PUBLIC, in and for the
STATE OF TEXAS

My Commission Expires: _____

GALVESTON COUNTY EMERGENCY SERVICES
DISTRICT NO. 1

THE STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

BEFORE ME, the undersigned authority, on this day personally appeared _____,
_____, College of the Mainland, known to me to be the person whose name is
subscribed to the foregoing instrument, and acknowledged to me that he executed same for the purposes
and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of
_____ 2013.

NOTARY PUBLIC, in and for the
STATE OF TEXAS

My Commission Expires: _____

GALVESTON COUNTY DRAINAGE DISTRICT NO. 1

THE STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

BEFORE ME, the undersigned authority, on this day personally appeared _____, _____, Galveston County Drainage District No. 1, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____ 2013.

NOTARY PUBLIC, in and for the
STATE OF TEXAS

My Commission Expires: _____

Grantee: STEVE P. POTHOS
 3214 PINE
 GALVESTON, TEXAS 77551

AFTER RECORDING, RETURN TO:
Perdue, Brandon, Fielder, Collins & Mott, L.L.P.
1235 North Loop West, Suite 600
Houston, Texas 77008

AGENDA ITEM #20.c.

LINEBARGER GOGGAN BLAIR & SAMPSON, LLP

ATTORNEYS AT LAW

OFFICE ADDRESS: 518 – 9TH AVENUE NORTH, TEXAS CITY, TX 77590-6317

MAILING ADDRESS: P. O. DRAWER 2789, TEXAS CITY, TEXAS 77590-2789

409/948-3401

FAX 409/945-9814

Brent Richbook, Partner

Mark E. Ciavaglia, Managing Partner
Mark.Ciavaglia@publicans.com

August 19, 2013

RECEIVED
AUG 21 2013

Ms. Diana Martinez
Commissioner's Court
Galveston County Courthouse
722 Moody
Galveston, TX 77550

GALVESTON COUNTY JUDGE

RE: **Bid on Galveston County Tax Foreclosed Resale Property**
Account No. 3353-0000-0004-000 Cause 11TX0002
Grantee: Thelma Chavez

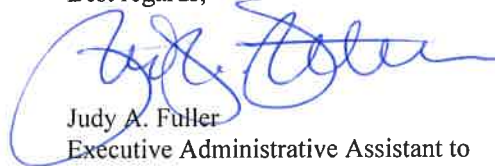
Dear Ms. Martinez,

Perdue Brandon Fielder Collins & Mott, LP has received offer on the tax foreclosed property listed above on which Dickinson ISD is the Trustee. This offer was reviewed by Dickinson ISD's Board of Trustees and they have approved the sale. Please schedule this for review by the Galveston County Commissioner's Court. Attached for your reference are copies of the Proceeds Distribution Form, Resale Bid Analysis, Resale Offer Bid Form, CAD Property Detail Sheet and Map, and the prepared Resale Deed.

If this sale is approved, please have Judge Henry sign the enclosed Resale Deed and return it to Perdue Brandon Fielder Collins & Mott, LLP at the address shown on Page 7 of the Resale Deed.

If you have any questions, please give me a call.

Best regards,



Judy A. Fuller
Executive Administrative Assistant to
Mark E. Ciavaglia

JF: encls.

RESALE OF PROPERTY
PROCEEDS DISTRIBUTION FORM

Cause Number **11TX0002** on the docket of the **56th** District Court
DICKINSON INDEPENDENT SCHOOL DISTRICT VS. ARTHUR KAUFHOLD

Property Account Number: **3353-0000-0004-000**

Legal Description: **LOT 4 OF FIESTA ESTATES, SECTION 4, AN UNRECORDED SUBDIVISION IN GALVESTON COUNTY, TEXAS, BEING THE FIRST TRACT DESCRIBED IN A DEED RECORDED IN THE REAL PROPERTY RECORDS OF GALVESTON COUNTY, TEXAS UNDER CLERK'S FILE NUMBER 7926156, VOLUME 3157 PAGES 288-296 OF THE DEED RECORDS.**

Property Sold at Sheriff's Sale Conducted on October 4, 2011 for **\$4,790.00**

Property Re-Sold to **THELMA CHAVEZ** for **\$3,500.00**

Proceeds Distribution

| | <u>Original Amt</u> <u>Due At Sale</u> | <u>Actual</u> <u>Disbursement</u> |
|---|---|--|
| <u>Payment of Costs Pursuant to Texas Property Tax Code §34.02</u> | | |
| (1) Advertising: to "Galveston County Sheriff's Dept." (publication costs) | \$ 675.00 | \$ 675.00 |
| (2) Reimbursement - Costs, Fees to "PBFCM, LLP" (research fees) | \$ 216.00 | \$ 216.00 |
| (3) Attorney Ad Litem Fees none in this cause | \$ - | \$ - |
| (4) Court Costs to "Galveston County District Clerk" | \$ 640.00 | \$ 640.00 |
| (5) Filing Fees / Recording Fee to "PBFCM, LLP" (Sheriff's Deed / Resale Deed) | \$ - | \$ 60.00 |
| | \$ 1,531.00 | \$ 1,591.00 |

Taxing Entity Distribution

| | <u>Proportionate</u> <u>Share</u> | <u>Taxes Due at</u> <u>Original Sale</u> | <u>Resale</u> <u>Share/(Loss)</u> |
|--|--|---|--|
| to "COUNTY OF GALVESTON" | 0.199212148 | \$ 1,112.90 | \$ 367.19 |
| to "DICKINSON INDEPENDENT SCHOOL DISTRICT" | 0.607200000 | \$ 3,504.25 | \$ 1,159.05 |
| to "COLLEGE OF THE MAINLAND" | 0.075169254 | \$ 419.94 | \$ 138.55 |
| to "SAN LEON MUD" | 0.132494066 | \$ 740.18 | \$ 244.21 |
| | Subtotal | \$ 5,777.27 | \$ 1,909.00 |
| | Grand Total | \$ 7,308.27 | \$ 3,500.00 |

BID ANALYSIS

Cause #: 11TX0002
Bid Amount: \$3,500.00
Bidders Name: Thelma Chavez
Strike Off Date: 11/16/2011

Acct. #: 3353-0000-0004-000
Property Value: \$4,790
Minimum Bid at first sale: \$4,790.00

JUDGMENT INFORMATION

| Tax Entity | Tax Years | Amount Due |
|--|------------------|-------------------|
| Dickinson ISD and Galveston CED | 1990-2010 | \$3,390.34 |
| Galveston County, Galveston County Road & Flood, College of the Mainland, San Leon MUD | 1990-2010 | \$2,193.67 |

Total: \$5,584.01

COSTS

| | |
|--|----------|
| Court Costs: (Payable to Galveston County District Clerk) | \$640.00 |
| Publication Fees: (Payable to Galveston County Sheriff's Department) | \$675.00 |
| Research Fee: (Payable to PBFCM, LLP) | \$216.00 |
| Filing Fees- Sheriff Deed Fee: (Payable to PBFCM, LLP) | \$20.00 |
| Recording Fee- Resale Deed: (Payable to PBFCM, LLP) | \$40.00 |

Total: \$1,591.00

POST JUDGMENT TAXES

| Entity | Tax Year | Amount due: July 2013 |
|--|-----------------|------------------------------|
| Dickinson ISD | 2011 | \$92.05 |
| Galveston County, Galveston County Road & Flood, and College of the Mainland, San Leon MUD | 2011 | \$77.94 |

Total: \$169.99**

PROPOSED DISTRIBUTION

Bid Amount: \$3,500.00
Net to Distribute: \$1,909.00

Costs: \$1,591.00
Post Judgment: \$169.99**

| | | | |
|--|--------|------------|---|
| Dickinson ISD and CED | 60.72% | \$1,159.05 | Pro-rated amount for judgment years 1990-2010 |
| Galveston County, Galveston County Road & Flood, College of the Mainland, San Leon MUD | 39.28% | \$749.95 | Pro-rated amount for judgment years 1990-2010 |
| PBFCM | | \$1,591.00 | Costs due under law suit/ tax sale/ resale |
| | | \$3,500.00 | Total |

***Purchaser will be billed for post judgment taxes once resale deed has been recorded.*

PerdueBrandonFielderCollins&MottLLP
ATTORNEYS AT LAW



DICKINSON INDEPENDENT SCHOOL DISTRICT
OFFICIAL BID FORM

Please enter the amount you wish to bid. The Dickinson Independent School District Reserves the right to accept or reject any or all bids. No title insurance or survey will be provided. Property is being sold "as is" "where is" and "without warranty." Dickinson Independent School District does not guarantee that a title company will issue title insurance on any tax resale properties.

| CAUSE NUMBER | ACCOUNT NUMBER | TOTAL AMOUNT OF BID |
|--------------|--------------------|---------------------|
| 11TX0002 | 3353-0000-0004-000 | 3,500 |
| 11TX0350 | 6440-0047-0008-000 | 2,008 |
| 11TX0350 | 6240-0054-0012-000 | 2,304 |
| | | |
| | | |
| | | |

By my signature below, I certify that I understand the conditions and limitations of this sale, as well as the restrictions on the use of the property as set forth in the Texas Property Tax Code. I further understand that the "minimum bid" amount on the Dickinson Independent School District resale list may not include other taxes due which are not included in the judgment and that I will be responsible for those taxes if I am the successful bidder. I agree to indemnify the Dickinson Independent School District and its agent from any action or damages arising from the purchase of this property and agree to submit any dispute to the American Arbitration Association for resolution.

Thelma chavez
Bidder's Name (Please Print or Type)


Bidder's Signature

P.O. Box 231, Dickinson TX 77539
Bidder's Address (City, State, Zip Code)

832-561-6761
Bidder's Telephone

June 20, 2013
Date

www.chatd@ymail.com
Bidder's E-mail address

Additional Information may be attached to this to explain your bid. Payment in full must be made within thirty (30) days of final award of bid, or bidder will forfeit bid.

To whom it may concern:

June 20, 2013

The reason that I'm making a bid of 3,500.⁰⁰ for this lot instead of the 3832.⁰⁰ which would be the ~~minimum~~ 80% of the Taxable Value of this lot, is because I went to see the physical condition of this lot and found lots of high-grass land and I also compared some other lots that are in the Tax resale list that are also located in San Leon in similar location areas and this one is a little overpriced. the account # 3353-0000-0004-000. and since there is no warranty that a title insurance would issue a title on this property.



Galveston Central Appraisal District

9850 Emmett F. Lowry Expressway, Ste. A, Texas City, TX 77591, (866) 277

Data on this Web site represents Preliminary 2013 Information

Property Detail Sheet (R148099)

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Owner Information

Owner ID: **O151303**

Owner Name: **ISD-DICKINSON**

Owner Address: **P O DRAWER Z
DICKINSON, TX 77539-2026**

Property Address:

Parcel Information

Legal Description: **ABST 10 A EDWARDS LOT 4 FIESTA ESTATES SECTION 4**

Neighborhood: **6246(6246 - San Leon Farm Home Tracts)**

Acreage: **0.109**

Cross Reference: **3353-0000-0004-000**

Undivided Interest: **100%**

Exemption Codes: **EX (Exempt Property)**

Entity Codes: **S11 (Dickinson Isd)
GGA (Galveston County)
J05 (Mainland College)
M07 (San Leon)
RFL (Co Road & Flood)**

Deed Type: **Sheriff's Deed**

Deed Book:

Deed Page: **2011058539**

Map Page: **146-D**

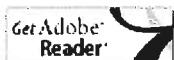
Links:

Values Breakdown 2013 Preliminary Value

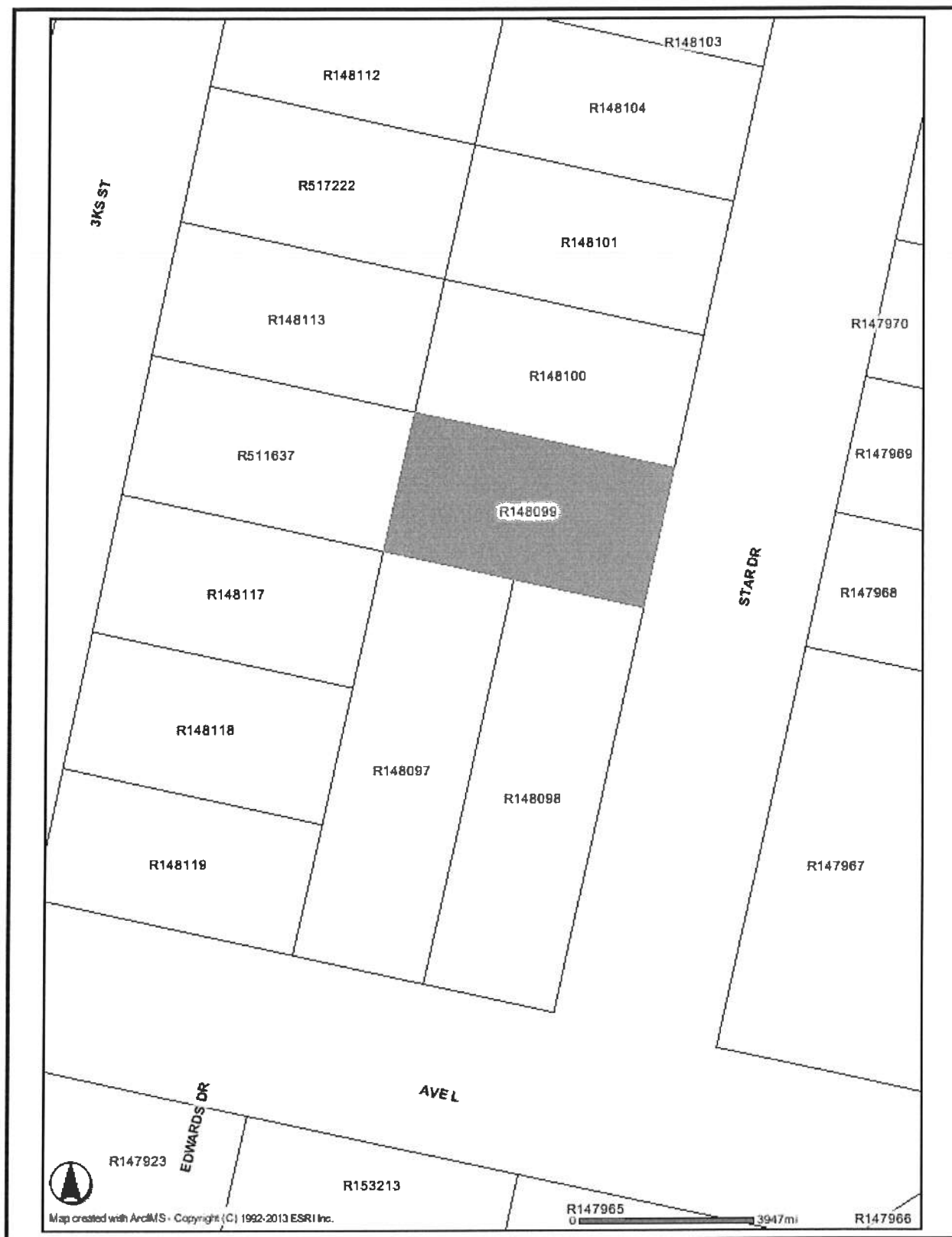
| | |
|------------------|-----------|
| Land HS: | \$0 + |
| Land NHS: | \$4,790 + |
| Improvement HS: | \$0 + |
| Improvement NHS: | \$0 + |
| Ag Market: | \$0 |
| Ag Use: | \$0 + |
| Timber Market: | \$0 |
| Timber Use: | \$0 + |
| Assessed: | \$4,790 = |

Land

| ID | Type | SPTB | Acres | Market |
|--------------|----------------------|--------------------------------|-------|----------|
| Land1 | RL (Residential Lot) | C9 (Exempt Vacant Lots/tracts) | | \$ 4,790 |



A recent version of Adobe Acrobat Reader is required to view PDF documents. Acrobat Reader is a free program available [here](#).



**Notice of confidentiality rights: If you are a natural person, you may remove or strike any or all of the following information from this instrument before it is filed for record in the public records: your social security number or your driver's license number.
(Language pursuant to Section 11.008 of the Texas Property Code)**

| | | |
|---------------------|---|-------------|
| THE STATE OF TEXAS | § | |
| | § | RESALE DEED |
| COUNTY OF GALVESTON | § | |

KNOW ALL MEN BY THESE PRESENTS that the DICKINSON INDEPENDENT SCHOOL DISTRICT for itself and the use and benefit of the GALVESTON COUNTY EDUCATION DISTRICT, GALVESTON COUNTY, GALVESTON COUNTY ROAD & FLOOD, COLLEGE OF THE MAINLAND, and SAN LEON MUNICIPAL UTILITY DISTRICT, acting by and through its duly elected official ("GRANTOR") as authorized by Section 34.05, Texas Property Tax Code, for and in consideration of the sum of THREE THOUSAND FIVE HUNDRED DOLLARS AND 00/100 (\$3,500.00) AND OTHER GOOD AND VALUABLE CONSIDERATION, in hand paid by THELMA CHAVEZ ("GRANTEE") the receipt of which is hereby acknowledged and confessed, has granted and conveyed and by these presents do grant and convey unto said grantee all right, title and interest of the DICKINSON INDEPENDENT SCHOOL DISTRICT for itself and the use and benefit of the GALVESTON COUNTY EDUCATION DISTRICT, GALVESTON COUNTY, GALVESTON COUNTY ROAD & FLOOD, COLLEGE OF THE MAINLAND, and SAN LEON MUNICIPAL UTILITY DISTRICT, in the property herein conveyed, acquired by tax foreclosure sale heretofore held, in Cause No. 11TX0002, styled Dickinson Independent School District, et al vs. Arthur Kaufhold, et al said property being described as:

LOT 4 OF FIESTA ESTATES, SECTION 4, AN UNRECORDED SUBDIVISION IN GALVESTON COUNTY, TEXAS, BEING THE FIRST TRACT DESCRIBED IN A DEED RECORDED IN THE REAL PROPERTY RECORDS OF GALVESTON COUNTY, TEXAS UNDER CLERK'S FILE NUMBER 7926156, VOLUME 3157 PAGES 288-296 OF THE DEED RECORDS. (ACCOUNT NUMBER 3353-0000-0004-000)

GRANTOR excludes and excepts from this conveyance any warranties, express or implied, on the property, including, without limitation, any warranties arising by common law or Section 5.023 of the Property Code.

GRANTOR conveys the property:

- (a). "as is", "with all faults" and without any warranty as to condition or environmental hazard,
- (b). subject to all restrictions, easements, rights-of-way leases, oil, gas and mineral leases, royalties, mineral conveyances, and mineral reservations of record, if any, in the office of the County Clerk of said County,
- (c). subject to any right of redemption; and
- (d). subject to rights of parties in possession

GRANTOR disclaims any warranty, guaranty or representation, oral or written, on:

- (a). the nature and condition of the property or other items conveyed hereunder, without limitation, the water, soil and geology,
- (b). the suitability of the property conveyed hereunder for any and all activities and uses which GRANTEE may elect to conduct thereon,
- (c). the existence of any environmental hazards or conditions thereon, (including but not limited to the presence of asbestos or other hazardous materials),
- (d). compliance with applicable environmental laws, rules or regulations; and
- (e). the compliance of the property with any laws, ordinances, or regulations of any governmental entity or body.

By acceptance of this deed, GRANTEE acknowledges and agrees:

- (a). that GRANTOR acquired the property through foreclosure of a tax lien as Trustee and as such has little, if any, knowledge of the physical or economic characteristics of the property,
- (b). GRANTEE has inspected the property and is relying solely on **her** own investigation of the same and not on any information provided or to be provided by on behalf of GRANTOR,
- (c). that any information provided with respect to the property was obtained from a variety of sources, and
- (d). GRANTOR (1) has not made any independent investigation or verification of such information; and (2) does not make any representations as to the accuracy or completeness of such information.
- (e). that if there are any improvements on the property, GRANTOR shall not be responsible for or liable to GRANTEE for any construction defects, errors omissions, or any other conditions affecting the property.

GRANTEE or anyone claiming by, through or under GRANTEE, hereby fully releases GRANTOR, its employees, officers, directors, representatives, attorneys and agents from any and all claims that it may now have or hereafter acquire against GRANTOR, its respective employees, officers, directors, representatives, attorneys and agents for any cost, loss, liability, damage, expense, demand, action or cause of action arising from or related to the conveyance of the premises herein as well as any construction defects, errors, omissions, or other conditions affecting the property and other items conveyed hereunder. GRANTEE further acknowledges and agrees that this release shall be given full

force and effect according to each of its express terms and provisions, including, but not limited to, those relating to unknown and suspected claims, damages and causes of action. This covenant releasing GRANTOR shall be a covenant running with the property and shall be binding upon GRANTEE, **her** heirs, successors, beneficiaries and assigns. GRANTOR hereby assigns without recourse or representation of any nature to GRANTEE, effective upon the execution and delivery hereof, any and all claims that GRANTOR may have for any such errors, omissions or defects in the property and other items conveyed hereunder. As a material covenant and condition of this conveyance, GRANTEE agrees that in the event of any such construction defects, errors, omissions or on account of any other conditions affecting the property, GRANTEE shall look solely to GRANTOR'S predecessors or to such contractors and consultants as may have contracted for work in connection with the property and other items conveyed hereunder for any redress or relief. Upon the assignment by GRANTOR of its claims, GRANTEE releases GRANTOR of all right, express or implied, GRANTEE may have against GRANTOR arising out of or resulting from any errors, omissions or defects in the property and other items conveyed hereunder. GRANTEE further understands that some of GRANTOR'S predecessors in interest may be or become insolvent, bankrupt, judgment-proof or otherwise incapable of responding in damages and GRANTEE may have no remedy against such predecessors, contractors or consultants.

GRANTEE hereby further agrees on behalf of **herself** and **her** heirs, successors, beneficiaries and assigns to indemnify, protect, defend, save and hold harmless GRANTOR and GRANTOR'S elected and appointed officials, employees, officers, directors, representatives, attorney and agents from and against any and all debts, duties, obligation, liabilities, suits, claims, demands, cause of action, damages, losses, costs and expenses (including, without limitation, attorneys' fees and expenses and court costs) in any way relating to, connected with or arising out of the property and other items conveyed hereunder or the ownership, leasing, use, operation, maintenance and management thereof from and after the date hereof, including, without limitation, the cost of any removal of hazardous substances or contaminants from the property and other items conveyed hereunder.

TO HAVE AND TO HOLD said premises, together with all and singular the rights, privileges and appurtenances thereto in any manner belonging unto the said THELMA CHAVEZ, **her** successors, beneficiaries, heirs and assigns forever, so that neither the DICKINSON INDEPENDENT SCHOOL DISTRICT for itself and the use and benefit of the GALVESTON COUNTY EDUCATION DISTRICT, GALVESTON COUNTY, GALVESTON COUNTY ROAD & FLOOD, COLLEGE OF THE MAINLAND, and SAN LEON MUNICIPAL UTILITY DISTRICT, nor any person claiming under it shall at any time hereafter have, claim or demand any right or title to the aforesaid premises or appurtenances, or any part thereof.

Taxes for post judgment years and for the current year are assumed by, and are to be paid by GRANTEE.

Executed this _____ day of _____, 2013.

IN TESTIMONY WHEREOF, the taxing authorities herein have caused these presents to be
executed their _____ day of _____, 2013.

DICKINSON INDEPENDENT SCHOOL DISTRICT FOR
ITSELF AND AS TRUSTEE FOR THE USE AND BENEFIT OF
THE GALVESTON COUNTY EDUCATION DISTRICT

FRITZIE SAMFORD
PRESIDENT, BOARD OF TRUSTEES

THE STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

ACKNOWLEDGMENT

BEFORE ME, the undersigned authority, on this day personally appeared, FRITZIE SAMFORD,
President, Board of Trustees, Dickinson Independent School District, for itself and as trustee for the use
and benefit of the Galveston County Education District, known to me to be the person whose name is
subscribed to the foregoing instrument, and acknowledged to me that s/he executed same for the
purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of
_____, 2013.

SEAL

NOTARY PUBLIC, in and for the
STATE OF TEXAS
My Commission Expires: _____

GALVESTON COUNTY, for itself and the use and benefit of
GALVESTON COUNTY ROAD & FLOOD

MARK HENRY
COUNTY JUDGE

THE STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

BEFORE ME, the undersigned authority, on this day personally appeared MARK HENRY, County Judge, Galveston County, for itself and the use and benefit of Galveston County Road & Flood, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of
_____ 2013.

NOTARY PUBLIC, in and for the
STATE OF TEXAS

My Commission Expires: _____

COLLEGE OF THE MAINLAND

THE STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

BEFORE ME, the undersigned authority, on this day personally appeared _____,
_____, College of the Mainland, known to me to be the person whose name is subscribed to
the foregoing instrument, and acknowledged to me that he executed same for the purposes and
consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of
_____ 2013.

NOTARY PUBLIC, in and for the
STATE OF TEXAS

My Commission Expires: _____

SAN LEON MUNICIPAL UTILITY DISTRICT

THE STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

BEFORE ME, the undersigned authority, on this day personally appeared, _____,
_____, San Leon Municipal Utility District, known to me to be the person whose
name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for the
purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of
_____ 2013.

NOTARY PUBLIC, in and for the
STATE OF TEXAS

My Commission Expires: _____

Grantee: THELMA CHAVEZ
 P.O. BOX 231
 DICKINSON, TX 77539

AFTER RECORDING, RETURN TO:
Perdue, Brandon, Fielder, Collins & Mott, L.L.P.
1235 North Loop West, Suite 600
Houston, Texas 77008

AGENDA ITEM #20.d.

LINEBARGER GOGGAN BLAIR & SAMPSON, LLP

ATTORNEYS AT LAW

OFFICE ADDRESS: 518 – 9TH AVENUE NORTH, TEXAS CITY, TX 77590-6317

MAILING ADDRESS: P. O. DRAWER 2789, TEXAS CITY, TEXAS 77590-2789

409/948-3401

FAX 409/945-9814

Brent Richbook, Partner

Mark E. Ciavaglia, Managing Partner

Mark.Ciavaglia@publicans.com

August 19, 2013

Ms. Diana Martinez
Commissioner's Court
Galveston County Courthouse
722 Moody
Galveston, TX 77550

RE: **Bid on Galveston County Tax Foreclosed Resale Property**
Account No. 6240-0054-0012-000 Cause 11TX00350
Grantee: Thelma Chavez

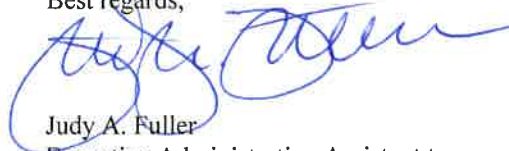
Dear Ms. Martinez,

Perdue Brandon Fielder Collins & Mott, LP has received a below judgment offer on the tax foreclosed property listed above on which Dickinson ISD is the Trustee. This offer was reviewed by Dickinson ISD's Board of Trustees and they have approved the sale. Please schedule this for review by the Galveston County Commissioner's Court. Attached for your reference are copies of the Proceeds Distribution Form, Resale Bid Analysis, Resale Offer Bid Form, CAD Property Detail Sheet and Map, and the prepared Resale Deed.

If this sale is approved, please have Judge Henry sign the enclosed Resale Deed and return it to Perdue Brandon Fielder Collins & Mott, LLP at the address shown on Page 7 of the Resale Deed.

If you have any questions, please give me a call.

Best regards,



Judy A. Fuller

Executive Administrative Assistant to
Mark E. Ciavaglia

JF: encls.

RESALE OF PROPERTY
PROCEEDS DISTRIBUTION FORM

Cause Number **11TX0350** on the docket of the **122nd** District Court
DICKINSON INDEPENDENT SCHOOL DISTRICT VS. JACK J. LEE, ET AL.

Property Account Number: **6240-0054-0012-000**

Legal Description: **LOT 12, BLOCK 54 OF SAN LEON TOWNSITE, A SUBDIVISION IN GALVESTON COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 8, PAGE 32 OF THE MAP RECORDS OF GALVESTON COUNTY, TEXAS.**

Property Sold at Sheriff's Sale Conducted on March 5, 2013 for **\$2,880.00**

Property Re-Sold to **THELMA CHAVEZ** for **\$2,304.00**

Proceeds Distribution

| | Original Amt | Actual |
|--|---------------------------|----------------------------|
| | <u>Due At Sale</u> | <u>Disbursement</u> |
| <u>Payment of Costs Pursuant to Texas Property Tax Code §34.02</u> | | |
| (1) Advertising: | | |
| to "Galveston County Sheriff's Dept." (publication costs) | \$ 253.13 | \$ 0.00 |
| (2) Reimbursement - Costs, Fees | | |
| to "PBFCM, LLP" (research fees) | \$ 225.00 | \$ 0.00 |
| (3) Attorney Ad Litem Fees | | |
| to "Bryon Wilcox" | \$ 93.75 | \$ 0.00 |
| (4) Court Costs | | |
| to "Galveston County District Clerk" | \$ 68.37 | \$ 0.00 |
| (5) Filing Fees / Recording Fee | | |
| to "PBFCM, LLP" (Sheriff's Deed / Resale Deed) | \$ - | \$ 40.00 |
| | \$ 640.25 | \$ 40.00 |

Taxing Entity Distribution

| | Proportionate | Taxes Due at | Resale |
|--|----------------------|-----------------------------|----------------------------|
| | <u>Share</u> | <u>Original Sale</u> | <u>Share/(Loss)</u> |
| to "COUNTY OF GALVESTON" | 0.478216561 | \$ 627.06 | \$ 455.47 |
| to "DICKINSON INDEPENDENT SCHOOL DISTRICT" | 0.579300000 | \$ 1,805.65 | \$ 1,311.56 |
| to "COLLEGE OF THE MAINLAND" | 0.181910828 | \$ 238.53 | \$ 173.26 |
| to "SAN LEON MUD" | 0.339872611 | \$ 445.66 | \$ 323.71 |
| | Subtotal | \$ 3,116.90 | \$ 2,264.00 |
| | Grand Total | \$ 3,757.15 | \$ 2,304.00 |

BID ANALYSIS

Cause #: 11TX0350
Bid Amount: \$2,304.00
Bidders Name: Thelma Chavez
Strike Off Date: 5/17/13

Acct. #: 6240-0054-0012-000
Property Value: \$2,880
Minimum Bid at first sale: \$2,880.00

JUDGMENT INFORMATION

| Tax Entity 6240-0054-0012-000 | Tax Years | Amount Due |
|--|-----------|------------|
| Dickinson ISD and Galveston CED | 1991-2011 | \$1,805.65 |
| Galveston County, Galveston County Road & Flood, College of the Mainland, San Leon MUD | 1991-2011 | \$1,311.25 |

Total: \$3,116.90

COSTS

| | |
|--|---------|
| Filing Fees- Sheriff Deed Fee: (Payable to PBFCM, LLP) | \$00.00 |
| Recording Fee- Resale Deed: (Payable to PBFCM, LLP) | \$40.00 |

Total: \$40.00

POST JUDGMENT TAXES

| Entity 6240-0054-0012-000 | Tax Year | Amount due: July 2013 |
|--|----------|-----------------------|
| Dickinson ISD | 2012 | \$62.80 |
| Galveston County, Galveston County Road & Flood, and College of the Mainland, San Leon MUD | 2012 | \$52.41 |

Total: \$115.21**

PROPOSED DISTRIBUTION

6240-0054-0012-000

Bid Amount: \$2,304.00

Net to Distribute: \$2,264.00

Costs: \$40.00

Post Judgment: \$115.21**

| | | | |
|---|--------|------------|---|
| Dickinson ISD and CED | 57.93% | \$1,311.56 | Pro-rated amount for judgment years 1991-2011 |
| Galveston County, Galveston County Road & Flood, College of the Mainland, San Leon MUD | 42.07% | \$952.44 | Pro-rated amount for judgment years 1991-2011 |
| PBFCM | | \$40.00 | Costs due under law suit/ tax sale/ resale |
| | | \$2,304.00 | Total |

***Purchaser will be billed for post judgment taxes once resale deed has been recorded.*

PerdueBrandonFielderCollins&MottLLP
ATTORNEYS AT LAW



DICKINSON INDEPENDENT SCHOOL DISTRICT
OFFICIAL BID FORM

Please enter the amount you wish to bid. The Dickinson Independent School District Reserves the right to accept or reject any or all bids. No title insurance or survey will be provided. Property is being sold "as is" "where is" and "without warranty." Dickinson Independent School District does not guarantee that a title company will issue title insurance on any tax resale properties.

| CAUSE NUMBER | ACCOUNT NUMBER | TOTAL AMOUNT OF BID |
|--------------|--------------------|---------------------|
| 11TX0002 | 3353-0000-0004-000 | 3,500 |
| 11TX0350 | 6440-0047-0008-000 | 2,008 |
| 11TX0350 | 6240-0054-0012-000 | 2,304 |
| | | |
| | | |
| | | |

By my signature below, I certify that I understand the conditions and limitations of this sale, as well as the restrictions on the use of the property as set forth in the Texas Property Tax Code. I further understand that the "minimum bid" amount on the Dickinson Independent School District resale list may not include other taxes due which are not included in the judgment and that I will be responsible for those taxes if I am the successful bidder. I agree to indemnify the Dickinson Independent School District and its agent from any action or damages arising from the purchase of this property and agree to submit any dispute to the American Arbitration Association for resolution.

Thelma Chavez

Bidder's Name (Please Print or Type)

Thelma Chavez

Bidder's Signature

P.O. Box 231, Dickinson Tx 77539

Bidder's Address (City, State, Zip Code)

832-561-6761

Bidder's Telephone

June 20, 2013

Date

www.chatd@ymail.com

Bidder's E-mail address

Additional Information may be attached to this to explain your bid. Payment in full must be made within thirty (30) days of final award of bid, or bidder will forfeit bid.



Galveston Central Appraisal District

9850 Emmett F. Lowry Expressway, Ste. A, Texas City, TX 77591, (866) 277

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[Protest](#)



[Plat Map](#)



[GIS Map](#)



[Datasheet](#)

Owner Information

Owner ID: **O148344**

Owner Name: **KELLY CLARA NELL**

Owner Address: **5821 CLAREWOOD DR
HOUSTON, TX 77081-5128**

Property Address:

Parcel Information

Legal Description: **ABST 10 A EDWARDS LOT 12 BLK 54 SAN LEON**

Neighborhood: **6240(6240 - San Leon)**

Acreage: **0.073**

Cross Reference: **6240-0054-0012-000**

Undivided Interest: **100%**

Exemption Codes:

Entity Codes: **S11 (Dickinson Isd)
GGA (Galveston County)
J05 (Mainland College)
M07 (San Leon)
RFL (Co Road & Flood)**

Deed Type:

Deed Book:

Deed Page:

Map Page: **147-A**

Links:

Values Breakdown 2013 Preliminary Value

Land HS: **\$0 +**

Land NHS: **\$2,880 +**

Improvement HS: **\$0 +**

Improvement NHS: **\$0 +**

Ag Market: **\$0**

Ag Use: **\$0 +**

Timber Market: **\$0**

Timber Use: **\$0 +**

Assessed: **\$2,880 =**

Land

| ID | Type | SPTB | Acres | Market |
|--------------|----------------------|--------------------------------------|-------|----------|
| Land1 | RL (Residential Lot) | C1 (Real Vacant Plotted Lots/tracts) | | \$ 2,880 |



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Notice of confidentiality rights: If you are a natural person, you may remove or strike any or all of the following information from this instrument before it is filed for record in the public records: your social security number or your driver's license number.
(Language pursuant to Section 11.008 of the Texas Property Code)

| | | |
|---------------------|---|-------------|
| THE STATE OF TEXAS | § | |
| | § | RESALE DEED |
| COUNTY OF GALVESTON | § | |

KNOW ALL MEN BY THESE PRESENTS that the DICKINSON INDEPENDENT SCHOOL DISTRICT for itself and the use and benefit of the GALVESTON COUNTY EDUCATION DISTRICT, GALVESTON COUNTY, GALVESTON COUNTY ROAD & FLOOD, COLLEGE OF THE MAINLAND, and SAN LEON MUNICIPAL UTILITY DISTRICT, acting by and through its duly elected official ("GRANTOR") as authorized by Section 34.05, Texas Property Tax Code, for and in consideration of the sum of TWO THOUSAND THREE HUNDRED FOUR DOLLARS AND 00/100 (\$2,304.00) AND OTHER GOOD AND VALUABLE CONSIDERATION, in hand paid by THELMA CHAVEZ ("GRANTEE") the receipt of which is hereby acknowledged and confessed, has granted and conveyed and by these presents do grant and convey unto said grantee all right, title and interest of the DICKINSON INDEPENDENT SCHOOL DISTRICT for itself and the use and benefit of the GALVESTON COUNTY EDUCATION DISTRICT, GALVESTON COUNTY, GALVESTON COUNTY ROAD & FLOOD, COLLEGE OF THE MAINLAND, and SAN LEON MUNICIPAL UTILITY DISTRICT, in the property herein conveyed, acquired by tax foreclosure sale heretofore held, in Cause No. 11TX0350, styled Dickinson Independent School District, et al vs. Jack Lee, et al said property being described as:

LOT 12, BLOCK 54 OF SAN LEON TOWNSITE, A SUBDIVISION IN GALVESTON COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 8, PAGE 32 OF THE MAP RECORDS OF GALVESTON COUNTY, TEXAS. (ACCOUNT NUMBER 6240-0054-0012-000)

GRANTOR excludes and excepts from this conveyance any warranties, express or implied, on the property, including, without limitation, any warranties arising by common law or Section 5.023 of the Property Code.

GRANTOR conveys the property:

- (a). "as is", "with all faults" and without any warranty as to condition or environmental hazard,
- (b). subject to all restrictions, easements, rights-of-way leases, oil, gas and mineral leases, royalties, mineral conveyances, and mineral reservations of record, if any, in the office of the County Clerk of said County,
- (c). subject to any right of redemption; and
- (d). subject to rights of parties in possession

GRANTOR disclaims any warranty, guaranty or representation, oral or written, on:

- (a). the nature and condition of the property or other items conveyed hereunder, without limitation, the water, soil and geology,
- (b). the suitability of the property conveyed hereunder for any and all activities and uses which GRANTEE may elect to conduct thereon,
- (c). the existence of any environmental hazards or conditions thereon, (including but not limited to the presence of asbestos or other hazardous materials),
- (d). compliance with applicable environmental laws, rules or regulations; and
- (e). the compliance of the property with any laws, ordinances, or regulations of any governmental entity or body.

By acceptance of this deed, GRANTEE acknowledges and agrees:

- (a). that GRANTOR acquired the property through foreclosure of a tax lien as Trustee and as such has little, if any, knowledge of the physical or economic characteristics of the property,
- (b). GRANTEE has inspected the property and is relying solely on **her** own investigation of the same and not on any information provided or to be provided by on behalf of GRANTOR,
- (c). that any information provided with respect to the property was obtained from a variety of sources, and
- (d). GRANTOR (1) has not made any independent investigation or verification of such information; and (2) does not make any representations as to the accuracy or completeness of such information.
- (e). that if there are any improvements on the property, GRANTOR shall not be responsible for or liable to GRANTEE for any construction defects, errors omissions, or any other conditions affecting the property.

GRANTEE or anyone claiming by, through or under GRANTEE, hereby fully releases GRANTOR, its employees, officers, directors, representatives, attorneys and agents from any and all claims that it may now have or hereafter acquire against GRANTOR, its respective employees, officers, directors, representatives, attorneys and agents for any cost, loss, liability, damage, expense, demand, action or cause of action arising from or related to the conveyance of the premises herein as well as any construction defects, errors, omissions, or other conditions affecting the property and other items conveyed hereunder. GRANTEE further acknowledges and agrees that this release shall be given full force and effect according to each of its express terms and provisions, including, but not limited to, those relating to unknown and suspected claims, damages and causes of action. This covenant releasing GRANTOR shall be a covenant running with the property and shall be binding upon GRANTEE, **her**

heirs, successors, beneficiaries and assigns. GRANTOR hereby assigns without recourse or representation of any nature to GRANTEE, effective upon the execution and delivery hereof, any and all claims that GRANTOR may have for any such errors, omissions or defects in the property and other items conveyed hereunder. As a material covenant and condition of this conveyance, GRANTEE agrees that in the event of any such construction defects, errors, omissions or on account of any other conditions affecting the property, GRANTEE shall look solely to GRANTOR'S predecessors or to such contractors and consultants as may have contracted for work in connection with the property and other items conveyed hereunder for any redress or relief. Upon the assignment by GRANTOR of its claims, GRANTEE releases GRANTOR of all right, express or implied, GRANTEE may have against GRANTOR arising out of or resulting from any errors, omissions or defects in the property and other items conveyed hereunder. GRANTEE further understands that some of GRANTOR'S predecessors in interest may be or become insolvent, bankrupt, judgment-proof or otherwise incapable of responding in damages and GRANTEE may have no remedy against such predecessors, contractors or consultants.

GRANTEE hereby further agrees on behalf of **herself** and **her** heirs, successors, beneficiaries and assigns to indemnify, protect, defend, save and hold harmless GRANTOR and GRANTOR'S elected and appointed officials, employees, officers, directors, representatives, attorney and agents from and against any and all debts, duties, obligation, liabilities, suits, claims, demands, cause of action, damages, losses, costs and expenses (including, without limitation, attorneys' fees and expenses and court costs) in any way relating to, connected with or arising out of the property and other items conveyed hereunder or the ownership, leasing, use, operation, maintenance and management thereof from and after the date hereof, including, without limitation, the cost of any removal of hazardous substances or contaminants from the property and other items conveyed hereunder.

TO HAVE AND TO HOLD said premises, together with all and singular the rights, privileges and appurtenances thereto in any manner belonging unto the said THELMA CHAVEZ, **her** successors, beneficiaries, heirs and assigns forever, so that neither the DICKINSON INDEPENDENT SCHOOL DISTRICT for itself and the use and benefit of the GALVESTON COUNTY EDUCATION DISTRICT, GALVESTON COUNTY, GALVESTON COUNTY ROAD & FLOOD, COLLEGE OF THE MAINLAND, and SAN LEON MUNICIPAL UTILITY DISTRICT, nor any person claiming under it shall at any time hereafter have, claim or demand any right or title to the aforesaid premises or appurtenances, or any part thereof.

Taxes for post judgment years and for the current year are assumed by, and are to be paid by GRANTEE.

Executed this _____ day of _____, 2013.

IN TESTIMONY WHEREOF, the taxing authorities herein have caused these presents to be
executed their _____ day of _____, 2013.

DICKINSON INDEPENDENT SCHOOL DISTRICT FOR
ITSELF AND AS TRUSTEE FOR THE USE AND BENEFIT OF
THE GALVESTON COUNTY EDUCATION DISTRICT

FRITZIE SAMFORD
PRESIDENT, BOARD OF TRUSTEES

THE STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

ACKNOWLEDGMENT

BEFORE ME, the undersigned authority, on this day personally appeared, FRITZIE
SAMFORD, President, Board of Trustees, Dickinson Independent School District, for itself and as
trustee for the use and benefit of the Galveston County Education District, known to me to be the person
whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed same
for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of
_____, 2013.

SEAL

NOTARY PUBLIC, in and for the
STATE OF TEXAS
My Commission Expires: _____

GALVESTON COUNTY, for itself and the use and benefit of
GALVESTON COUNTY ROAD & FLOOD

MARK HENRY
COUNTY JUDGE

THE STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

BEFORE ME, the undersigned authority, on this day personally appeared MARK HENRY, County Judge, Galveston County, for itself and the use and benefit of Galveston County Road & Flood, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of
_____ 2013.

NOTARY PUBLIC, in and for the
STATE OF TEXAS

My Commission Expires: _____

COLLEGE OF THE MAINLAND

THE STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

BEFORE ME, the undersigned authority, on this day personally appeared _____,
_____, College of the Mainland, known to me to be the person whose name is subscribed to
the foregoing instrument, and acknowledged to me that he executed same for the purposes and
consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of
_____ 2013.

NOTARY PUBLIC, in and for the
STATE OF TEXAS

My Commission Expires: _____

SAN LEON MUNICIPAL UTILITY DISTRICT

THE STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

BEFORE ME, the undersigned authority, on this day personally appeared, _____,
_____, San Leon Municipal Utility District, known to me to be the person whose
name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for the
purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of
_____ 2013.

NOTARY PUBLIC, in and for the
STATE OF TEXAS

My Commission Expires: _____

Grantee: THELMA CHAVEZ
 P.O. BOX 231
 DICKINSON, TX 77539

AFTER RECORDING, RETURN TO:
Perdue, Brandon, Fielder, Collins & Mott, L.L.P.
1235 North Loop West, Suite 600
Houston, Texas 77008

AGENDA ITEM #20.e.

LINEBARGER GOGGAN BLAIR & SAMPSON, LLP

ATTORNEYS AT LAW

OFFICE ADDRESS: 518 – 9TH AVENUE NORTH, TEXAS CITY, TX 77590-6317

MAILING ADDRESS: P. O. DRAWER 2789, TEXAS CITY, TEXAS 77590-2789

409/948-3401

FAX 409/945-9814

Brent Richbook, Partner

Mark E. Ciavaglia, Managing Partner

Mark.Ciavaglia@publicans.com

August 23, 2013

Ms. Dianna Martinez
Commissioner's Court
Galveston County Courthouse
722 Moody
Galveston, TX 77550

RECEIVED
AUG 26 2013
GALVESTON COUNTY JUDGE

RE: CAD # 5265-0000-0019-000

Has Not Been Approved By Commissioner's Court

Grantee: Richardo Rocha

Dear Ms. Martinez,

We have received an offer on the above Tax Foreclosed Property in which the County of Galveston is the Trustee. This offer will need to be approved by other taxing entities as well (City of League City and Clear Creek ISD). Please schedule this for review by the Commissioner's Court. Attached for the Commissioner's reference is a copy of the Bid Analysis, Bid Form, Galveston CAD Property Information and CAD Tax Map and the Proceeds Distribution Form.

If this sale is approved, please have Judge Mark Henry sign the enclosed Trustee's Deed. Please return the signed Trustee's Deed back to us in the enclosed envelope. We will have it approved and signed by the other taxing entities.

If you have any questions, please give me a call.

Best regards,



Judy A. Fuller
Executive Administrative Assistant to
Mark E. Ciavaglia

JF: encls.

TAX FORECLOSURE SALE BID ANALYSIS
Galveston County, Trustee

PROPERTY DESCRIPTION

LEGAL DESCRIPTION: Lots 19 & 20, Negro Addition to League City

LOCATION: Vacant wooded lots off of Washington St.

CAD ACCOUNT #:
5265-0000-0019-00

Land NHS \$ 1,560
Imp NHS

JUDGEMENT INFORMATION

DATE SHERIFF'S SALE: 08/04/09

REDEMPTION EXPIRES: EXPIRED

CAUSE # 07TX0569

STYLED: County of Galveston, et al
vs. Annie M. Davis, et al.

DATE DEED RECORDED:
08/14/09

RECORDING REFERENCE:
2008045713

COSTS:

GRAND TOTAL/JUDGEMENT AMT: \$ 1,560

TAX RESALE INFORMATION

BID AMOUNT: \$ 1,560.00

NAME OF BIDDER: Richardo Rocha
3422 Singleton Rd
Baytown, TX 77521

RESALE OF PROPERTY**PROCEEDS DISTRIBUTION FORM**

Cause Number **07TX0569** on the docket of the **122nd** District Court
COUNTY OF GALVESTON, ET AL. VS. ANNIE M. DAVIS, ET AL.

Property Account Number: **52265-0000-0019-000**

Legal Description: **LOTS NINETEEN (19) AND TWENTY (20), NEGRO ADDITION TO LEAGUE CITY, GALVESTON COUNTY, TEXAS, SAID PROPERTY DESCRIBED MORE PARTICULARLY IN THE INSTRUMENT RECORDED IN BOOK 293, PAGE 576 IN THE OFFICIAL DEED RECORDS OF GALVESTON COUNTY, TEXAS**

Property Sold at Sheriff's Sale Conducted on AUGUST 4, 2009 for **\$1,560.00**

Property Re-Sold to **RICHARDO ROCHA**, of **3422 SINGLETON RD., BAYTOWN, TX 77521** for **\$1,560.00**

Proceeds Distribution

| | Original Amt | Actual |
|---|---------------------------|----------------------------|
| | <u>Due At Sale</u> | <u>Disbursement</u> |
| <u>Payment of Costs Pursuant to Texas Property Tax Code §34.02</u> | | |
| (1) Advertising: | | |
| to "Galveston County Sheriff's Dept." (publication costs) | \$ 597.62 | \$ 597.62 |
| (2) Reimbursement - Costs, Fees | | |
| to "Galveston County Clerk" (recording fee 2008053073) | \$ - | \$ 20.00 |
| (3) Attorney Ad Litem Fees | | |
| to "Jeffrey Gelb" 2209 Ave K, Galveston TX 77550 | \$ 500.00 | \$ 500.00 |
| (4) Court Costs | | |
| to "Galveston County District Clerk" | \$ 338.00 | \$ 338.00 |
| (5) Title Search Fees | | |
| to "Lyn Wingert & Associates" | \$ 250.00 | \$ 104.38 |
| | \$ 1,685.62 | \$ 1,560.00 |

Taxing Entity Distribution

| | Proportionate Share | Taxes Due at Original Sale | Resale Share/(Loss) |
|--|----------------------------|-----------------------------------|----------------------------|
| to "COUNTY OF GALVESTON" | 0.4877540386 | \$ 703.91 | \$ 0.00 |
| to "CLEAR CREEK INDEPENDENT SCHOOL DISTRICT" | 0.0000000000 | \$ 1,341.18 | \$ 0.00 |
| to "CITY OF LEAGUE CITY" | 0.5122459614 | \$ 739.25 | \$ 0.00 |
| | Subtotal | \$ 2,784.34 | \$ 0.00 |
| STRUCK OFF FOR VALUE \$1,560 | Grand Total | \$ 4,469.96 | \$ 1,560.00 |

**BID FORM
FOR PROPERTY IN TRUST PROPERTY**

I, (We) Ricardo Rocha
hereby declare and certify that:

A) I (We) are the Bidder(s) for the following properties:

CAD Property # 5265-0000-0019-00, described as follows:

Lots 19 & 20 Negro Addition to League
City VACANT wooded lots OFF WASHINGTON St.

B) Bid Amount \$ 1,560

Enclosed is my (our) Cashier's Check or Money Order made payable to the ^{Linberger Goggin} ~~City of Texas~~ ^{Blair & Sampson, LLP}
~~City~~ in the sum of \$ 156.00 which is ten percent (10%) of my (our) bid or
\$100.00, whichever is greater. Payment in full must be made within thirty (30) days of
final award of bid or bidder will forfeit bid deposit.

C) (We) agree that the City of Texas City reserves the right to reject any or all bids and to
waive any formality in the bidding. No title insurance or surveys will be provided.
Property is being sold "as is", "where is" and "without warranty".

D) By my signature below, I certify that I understand the condition and limitations of this sale.
I agree to indemnify the City of Texas City and its agents from any action or damages
arising from the purchase of this property.

E) I (We) acknowledge that neither I (We) nor the entity tending this bid owns property on
which delinquent property taxes are due and owing. The term 'delinquent property taxes'
is defined as ad valorem taxes on either real property or business personal property for
prior tax years. I (We) acknowledge that my bid may be rejected if I (We) own property on
which delinquent taxes are due and owing.

Ricardo Rocha
* Bidder(s) printed name

Ricardo Rocha
Bidder(s) signature

3422 Singleton Rd.
* Address

281-691-0626
Phone Number

BAYTOWN TX. 77521
* City, State, Zip Code

8/20/13
Date

* as it will appear on the Trustee's Deed



Galveston Central Appraisal District

9850 Emmett F. Lowry Expressway, Ste. A, Texas City, TX 77591, (866) 277-47
Data on this Web site represents Certified 2013 Information as of July 19th 2013

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[Plat Map](#)



[GIS Map](#)



[Datasheet](#)



[Protest](#)

Property Detail Sheet (R161506)

Owner Information

Owner ID: **O407483**
Owner Name: **COUNTY-GALVESTON**
Owner Address: **722 MOODY AVE**
GALVESTON, TX 77550-2317
Property Address:

Parcel Information

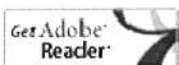
Legal Description: **ABST 18 PAGE 3/16 LOTS 19 & 20 NEGRO ADDN**
Neighborhood: **2515(2515 - Clear Creek Blk A)**
Acreage: **0.137**
Cross Reference: **5265-0000-0019-000**
Undivided Interest: **100%**
Exemption Codes: **EX (Exempt Property)**
Entity Codes: **GGA (Galveston County)**
S16 (Clear Creek Isd)
RFL (Co Road & Flood)
C40 (League City)
Deed Type: **Sheriff's Deed**
Deed Book:
Deed Page: **2009045713**
Map Page: **142-B**
Links:

Values Breakdown 2013 Value

Land HS: \$0 +
Land NHS: \$1,560 +
Improvement HS: \$0 +
Improvement NHS: \$0 +
Ag Market: \$0
Ag Use: \$0 +
Timber Market: \$0
Timber Use: \$0 +
Assessed: \$1,560 =

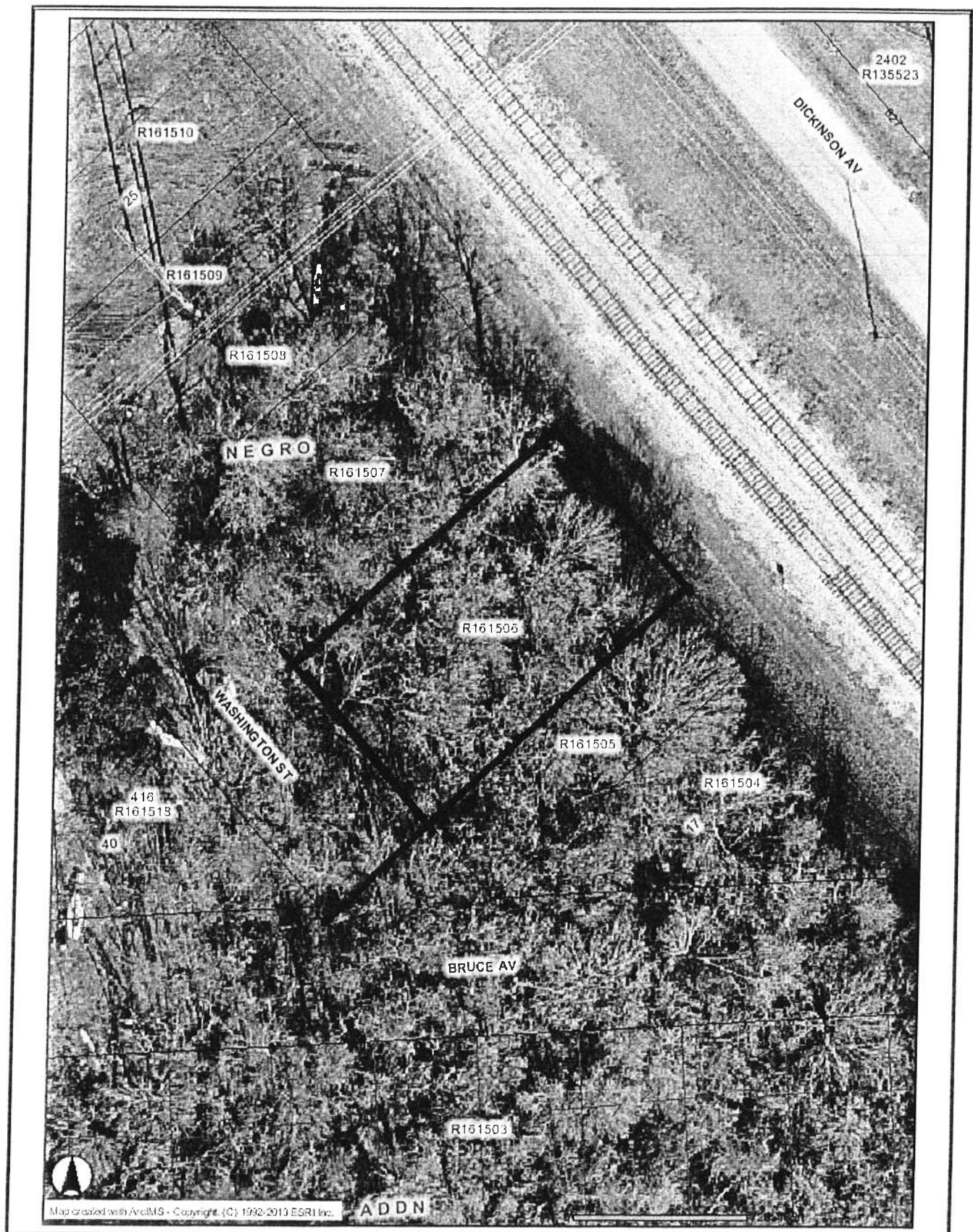
Land

| ID | Type | SPTB | Acre | Market |
|--------------|----------------------|--------------------------------|------|--------|
| Land1 | RL (Residential Lot) | C9 (Exempt Vacant Lots/tracts) | | \$ 780 |
| Land2 | RL (Residential Lot) | C9 (Exempt Vacant Lots/tracts) | | \$ 780 |

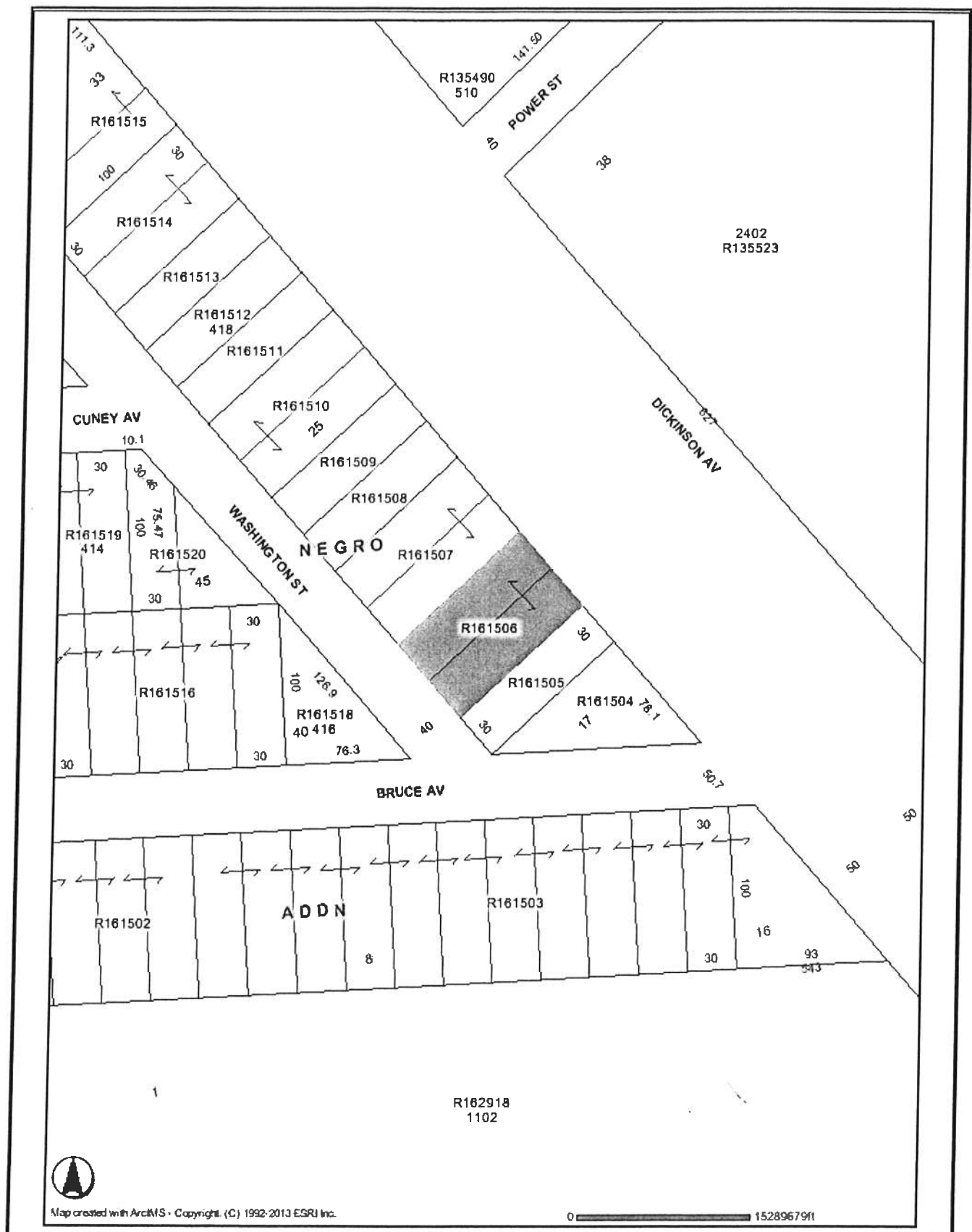


A recent version of Adobe Acrobat Reader is required to view PDF documents. Acrobat Reader is a free program available [here](#).

| Current Owner | | | Legal Description | | Exemptions | | Market | | |
|---|--|--|---|---------|------------|----------|---------|--|--|
| COUNTY-GALVESTON (0407483) 722 MOODY AVE GALVESTON, TX 77550-2317 | | | ABST 18 PAGE 3/16 LOTS 19 & 20 NEGRO ADDN | | EX | | 1,560 | | |
| Situs Address | | | History Information | | | | | | |
| | | | 2013 | 2012 | 2011 | 2010 | | | |
| | | | Imp HS | \$0 | \$0 | \$0 | \$0 | | |
| | | | Imp NHS | \$0 | \$0 | \$0 | \$0 | | |
| | | | Land HS | \$0 | \$0 | \$0 | \$0 | | |
| | | | Land NHS | \$1,560 | \$1,560 | \$1,560 | \$1,560 | | |
| | | | Ag Mkt | \$0 | \$0 | \$0 | \$0 | | |
| | | | Ag Use | \$0 | \$0 | \$0 | \$0 | | |
| | | | Tim Mkt | \$0 | \$0 | \$0 | \$0 | | |
| | | | Tim Use | \$0 | \$0 | \$0 | \$0 | | |
| | | | HS Cap | - | - | - | - | | |
| | | | Assessed | \$1,560 | \$1,560 | \$1,560 | \$1,560 | | |
| Improvements | | | | | | | | | |
| Type | | | Description | Area | Year Built | Eff Year | Value | | |
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Lots 19+20, Negro Addn. League City
Vacants lots Total = 30' x 100'
5265-0000-0019-000



5265-0000-0019-000
 Lot 19+20, Negro Addn. League City
 Vacant Lots (total area 30' x 100')

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

TRUSTEE'S DEED

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF GALVESTON §

WHEREAS, by Order of Sale, issued by the Galveston County District Court, **122nd** Judicial District in Cause Numbered **07TX0569** styled "**COUNTY OF GALVESTON, ET AL. VS. ANNIE M. DAVIS, ET AL.**" the Sheriff of Galveston County, on JUNE 19, 2009, seized and levied upon the right, title and interest the defendants had in the premises hereinafter described; and

WHEREAS, the Sheriff on **AUGUST 4, 2009**, sold and conveyed the premises to **COUNTY OF GALVESTON**, as Trustee for itself and for **CLEAR CREEK INDEPENDENT SCHOOL DISTRICT** and **CITY OF LEAGUE CITY** for the sum of **ONE THOUSAND FIVE HUNDRED SIXTY AND NO/100 DOLLARS (\$1,560.00)**, it being the highest bidder therefore; and

WHEREAS, the GRANTEE named herein desires to purchase this property for the sum of **ONE THOUSAND FIVE HUNDRED SIXTY AND NO/100 DOLLARS (\$1,560.00)**; and

WHEREAS, this sale is authorized pursuant to V.T.C.A., Tax Code §34.05(b).

WHEREAS this sale is authorized pursuant to an Interlocal Agreement between **COUNTY OF GALVESTON, CLEAR CREEK INDEPENDENT SCHOOL DISTRICT** and **CITY OF LEAGUE CITY** and as permitted under Texas Government Code §791.011; and

NOW, THEREFORE, in consideration of the sum of **ONE THOUSAND FIVE HUNDRED SIXTY AND NO/100 DOLLARS (\$1,560.00)** paid by the GRANTEE named below, the receipt and sufficiency of which is acknowledged, **COUNTY OF GALVESTON, CLEAR CREEK INDEPENDENT SCHOOL DISTRICT, and CITY OF LEAGUE CITY, and ("GRANTOR")**, have GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY to **RICHARDO ROCHA, of 3422 SINGLETON RD., BAYTOWN, TX 77521 ("GRANTEE")**, the following described real property, to wit:

LOTS NINETEEN (19) AND TWENTY (20), NEGRO ADDITION TO LEAGUE CITY, GALVESTON COUNTY, TEXAS, SAID PROPERTY DESCRIBED MORE PARTICULARLY IN THE INSTRUMENT RECORDED IN BOOK 293, PAGE 576 IN THE OFFICIAL DEED RECORDS OF GALVESTON COUNTY, TEXAS .

GRANTOR excludes and excepts from this conveyance any warranties, express or implied, on the property, including, without limitation, any warranties arising by common law or Section 5.023 of the Texas Property Code.

GRANTOR conveys the property:

- a) "as is", "with all faults" and without any warranty as to condition or environmental hazard,
- b) subject to all restrictions, easements, rights-of-way leases, oil, gas and mineral leases, royalties, mineral conveyances, and mineral reservations of record, if any, in the office of the County Clerk of said County,
- c) subject to any right of redemption; and
- d) subject to rights of parties in possession.

GRANTOR disclaims any warranty, guaranty or representation, oral or written, on:

- a) the nature and condition of the property or other items conveyed hereunder, including, without limitation, the water, soil and geology,
- b) the suitability of the property conveyed hereunder for any and all activities and uses which GRANTEE may elect to conduct thereon,
- c) the existence of any environmental hazards or conditions thereon (including but not limited to the presence of asbestos or other hazardous materials),
- d) compliance with applicable environmental laws, rules or regulations; and
- e) the compliance of the property with any laws, ordinances, or regulations of any governmental entity or body.

By acceptance of this deed, GRANTEE acknowledges and agrees:

- a) that GRANTOR acquired the property through foreclosure of a tax lien as Trustee and as such has little, if any, knowledge of the physical or economic characteristics of the property,
- b) GRANTEE has inspected the property and are relying solely on their own investigation of the same and not on any information provided or to be provided by on behalf of GRANTOR,
- c) that any information provided with respect to the property was obtained from a variety of sources,
- d) GRANTOR (1) has not made any independent investigation or verification of such information; and (2) does not make any representations as to the accuracy or completeness of such information; and
- e) that if there are any improvements on the property, GRANTOR shall not be responsible for or liable to GRANTEE for any construction defects, errors, omissions, of any other conditions affecting the property.

GRANTEE or anyone claiming by, through or under GRANTEE, hereby fully releases GRANTOR, its employees, officers, directors, representatives, attorneys and agents from any and all claims that it may now have or hereafter acquire against GRANTOR, its respective employees, officers, directors, representatives, attorneys and agents for any cost, loss, liability, damage, expense, demand, action or cause of action arising from or related to the conveyance of the premises herein as well as any construction defects, errors, omissions, or other conditions affecting the property and other items conveyed hereunder. GRANTEE further acknowledges and agrees that this release shall be given full force and effect according to each of its express terms and provisions, including, but not limited to, those

relating to unknown and suspected claims, damages and causes of action. This covenant releasing GRANTOR shall be a covenant running with the property and shall be binding upon GRANTEE, their heirs, successors, beneficiaries and assigns. GRANTOR hereby assigns without recourse or representation of any nature to GRANTEE, effective upon the execution and delivery hereof, any and all claims that GRANTOR may have for any such errors, omissions or defects in the property and other items conveyed hereunder. As a material covenant and condition of this conveyance, GRANTEE agrees that in the event of any such construction defects, errors, omissions or on account of any other conditions affecting the property, GRANTEE shall look solely to GRANTOR's predecessors or to such contractors and consultants as may have contracted for work in connection with the property and other items conveyed hereunder for any redress or relief. Upon the assignment by GRANTOR of its claims, GRANTEE releases GRANTOR of all right, express or implied, GRANTEE may have against GRANTOR arising out of or resulting from any errors, omissions or defects in the property and other items conveyed hereunder. GRANTEE further understands that some of GRANTOR's predecessors in interest may be or become insolvent, bankrupt, judgment-proof or otherwise incapable of responding in damages, and GRANTEE may have no remedy against such predecessors, contractors or consultants.

GRANTEE hereby further agrees on behalf of himself and his heirs, successors, beneficiaries and assigns to indemnify, protect, defend, save and hold harmless GRANTOR and GRANTOR's elected and appointed officials, employees, officers, directors, representatives, attorneys and agents from and against any and all debts, duties, obligations, liabilities, suits, claims, demands, cause of action, damages, losses, costs and expenses (including, without limitation, attorneys' fees and expenses and court costs) in any way relating to, connected with or arising out of the property and other items conveyed hereunder or the ownership, leasing, use, operation, maintenance and management thereof from and after the date hereof, including, without limitation, the cost of any removal of hazardous substances or contaminants from the property and other items conveyed hereunder.

Printed or Typed Name of Notary

TO HAVE AND TO HOLD the above described premises together with all and singular the rights and appurtenances thereto in any wise belonging unto GRANTEE, their heirs, and assigns, forever.

Taxes for the current year are to be paid by GRANTEE.

EXECUTED this the ____ day of _____, 2013

CITY OF LEAGUE CITY

By: _____
(Name)

(Title)

STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

BEFORE ME, the undersigned authority, on this day personally appeared _____ as _____ of City of League City, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office this the ____ day of _____, 2013.

NOTARY PUBLIC, in and for the State of Texas

Printed or Typed Name of Notary

AGENDA ITEM #21.

Martinez, Dianna

From: Lewis, Roxann
Sent: Friday, August 23, 2013 5:58 PM
To: Martinez, Dianna
Subject: FW: Item for the next regularly scheduled Commissioners Court agenda
Attachments: Democratic Election Judges-Alt Nov 5 2013.xls; GOP_JUDGE&ALTERNATE_LIST.xlsx

Categories: Green Category

From: Sargent, William
Sent: Friday, August 23, 2013 1:08 PM
To: Chapman, Brandy
Cc: Ross, Mae; Sullivan, Dwight; Lewis, Roxann
Subject: Item for the next regularly scheduled Commissioners Court agenda

Gentlemen:

Attached are two lists of potential Judges and Alternate Judges as provided by the Republican and Democrat parties. We are asking the Commissioners to do two things:

1. Vote to conduct the November 2013 Constitutional Amendment Election as a Countywide Vote Center Election.
2. Vote to approve the lists of proposed Judges and Alternate Judges as submitted by the Party Chairs.

Background/Discussion:

1. The Texas Election Code allows us to use Countywide Vote Centers provided that doing so is approved for each election by Commissioners Court. We are requesting that you provide said approval.
2. As you know, Commissioners Court has already approved ten Early Voting and 35 Election Day polling locations. The attached lists of potential Judges and Alternate Judges includes more than 35 people on each list. Because there are always last minute changes (*a death in a family, sickness, etc.*) we are asking Commissioners Court to approve the entire lists now so that we can make substitutions on an as needed basis without having to come back to the court for individual last minute changes.

In a Countywide Vote Center election the County is not required to place Judges/Alternate Judges based upon the precinct where they are registered. This allows us the flexibility to move people from one location to another as the need arises. That said, we attempt to place people in polling locations in proximity to where they reside (*e.g., keeping workers happy helps us retain these workers!*).

Respectfully Submitted,

Sarge

William Sargent
Chief Deputy Clerk for Elections
Office of the County Clerk
600 59th Street, 2nd Floor
Galveston, TX 77551
409-770-5108
<http://www.galvestonvotes.org>



AGENDA ITEM #22.

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| Baines | Barbara | 409-948-6783 | 222 4th Ave N | Texas City | TX | 77590 E |
| Batie | Richard | 409-750-8688 | 1514 Ave M | Galveston | TX | 77550 E |
| Battle | Carrie | 713-253-0116 | 409-744-8008 4708 Caduceus Pl | Galveston | TX | 77551 E |
| Baugh | Anne | 281-435-4148 | 4507 9th St | Bacliff | TX | 77518 E |
| Benavidez | Rosie | 409-927-2148 | 409-789-9125 7803 Ave C | Santa Fe | TX | 77510 Both |
| Bickhem | Donna | 409-789-4758 | 7520 Caldwell St | Texas City | TX | 77591 Both |
| Boykin | Rita | 409-370-1234 | 2918 18th Ave N | Texas City | TX | 77590 Both |
| Busceme | Angela | 409-363-2107 | 935 Alberie/PO Bx1328 | Crystal Beach | TX | 77650 Both |
| Buster | Melvin | 409-526-6074 | 309 S Fulton | Texas City | TX | 77591 Both |
| Caligone | Alta | 409-933-0553 | 918 N. Sparrow Way | Texas City | TX | 77591 Both |
| Corona | Marty | 281-794-3823 | 1053 Gladstone Dr | League City | TX | 77573 E |
| Cumby | Audrey | 409-938-8010 | P O Box 671 | La Marque | TX | 77568 Both |
| Daniels | Jackie | 832-340-6296 | 4811 Palmetto St. | Bacliff | TX | 77518 Both |
| del Pozo | Sara | 281-996-8965 | 713-553-9817 206 Greenbriar Ave. | Friendswood | TX | 77546 Both |
| Elissalde | Linda | 409-684-2634 | 409-256-1750 P O Box 1982 | Crystal Beach | TX | 77650 Both |
| Faillace | Mafalda | 281-538-1184 | 2231 Bay Haven Way | League City | TX | 77573 E |
| Fitzmaurice | Bob | 281-334-2424 | 832-364-9208 2707 Bent Tree Trail | League City | TX | 77573 E |
| Flores | Carlos | 409-682-1053 | 509 Wisteria | La Marque | TX | 77568 Both |
| Hailey | Mary | 281-996-0457 | 410 Clearview Ave | Friendswood | TX | 77546 Both |
| Hernandez | Sonia | 713-377-3124 | 121 Saint Cloud | Friendswood | TX | 77546 Both |
| Hoskins | Billie Jo | 409-744-5170 | 5 Lakeview Dr | Galveston | TX | 77551 E |
| Hypolite | Pat | 409-256-7181 | 409-457-1335 3021 Ave K | Galveston | TX | 77550 Both |
| Jackson | Lois Marie | 281-337-4103 | P O Box 634 | Dickinson | TX | 77539 Both |
| Jones | Maxine | 281-229-8084 | 2016 Ave C | Dickinson | TX | 77539 Both |
| Ledbetter | Paula | 281-798-7292 | 3723 Bayou | Dickinson | TX | 77539 E |
| Lovings | Gloria | 409-599-6134 | 315 Fulton | La Marque | TX | 77568 Both |
| Mason | Renita Nell | 281-508-2476 | 2501 Gulf Fwy #259 | Dickinson | TX | 77539 Both |
| Moreno | Melissa | 409-457-4227 | 1314 Ave L - Rear | Galveston | TX | 77550 E |
| Murphree | Silvia D | 832-338-6867 | 6180 Warrington Ln. | League City | TX | 77573 Both |
| Murray | Barbara | 832-423-9458 | 315 Sorrellwood | League City | TX | 77573 Both |
| Napier | Stephen | 409-692-4434 | 820 Sealy | Galveston | TX | 77550 Both |
| Payton | Olivia | 409-599-2918 | 3002 69th St- K1 | Galveston | TX | 77551 Both |
| Perry, Jr. | Henry | 409-935-3334 | 7207 Plover C | Texas City | TX | 77591 Both |
| Ramos | Norma | 832-385-6013 | 2109 Pleasant Palm C | League City | TX | 77573 Both |

| | | | | | | |
|-----------|------------|--------------|--------------------|----------------|----|------------|
| Rawls | Irene | 409-497-4491 | 2925 Q 1/2 | Galveston | TX | 77550 E |
| Russell | Tina | 281-334-2696 | 717 Narcissus Rd. | Clear Lake Sh. | TX | 77565 E |
| Russell | Shirley | 409-789-8605 | 3509 Ave L | Galveston | TX | 77550 Both |
| Smith | Nancy | 409-750-1553 | 8114 Leigh Rd | Hitchcock | TX | 77563 Both |
| Specion | Bette | 281-332-3961 | 5908 Country Place | League City | TX | 77573 Both |
| Suter | Teresa | 281-316-1297 | 14915 W. 1st St | Santa Fe | TX | 77517 Both |
| Van Auken | Karen | 281-482-4339 | 308 Sedora Dr. | Friendswood | TX | 77546 Both |
| Watkins | Willie Mae | 409-935-3818 | 7013 Carver Ave | Texas City | TX | 77591 Both |
| West | Sharon | 409-443-1705 | 7015 Anderson | Texas City | TX | 77591 Both |
| White | Joyce | 281-557-1922 | 2307 Carina Ct | League City | TX | 77539 E |
| Williams | Pauline | 409-256-1734 | 1410 35th St | Galveston | TX | 77550 Both |
| Worthy | Elizabeth | 409-392-1700 | 3801 Kansas Ave | Dickinson | TX | 77539 Both |

| | | |
|------------------------|--|-----------------|
| Arrington, Tess | | 409-938-7808 |
| Brandt, Randy | | 832-788-0839 |
| Brodie, Diane | | 281-935-0683 |
| Burns, Lynette | | ? |
| Canion, Ken | | 281-482-6520 |
| Chaney, Deborah W. | | 281-224-7800 |
| Clement, Tony | | 409-789-5802 |
| Coles, Richard | | 409-935-8100 |
| Dean, Carol | | 281-309-9494 |
| Delesandri, Wanda | | ? |
| Delgado, Jason | | 512-657-7189 |
| Dickson, Christy Anne | | 409-789-2295 |
| Edwards, J.T. | | 281-226-0284 |
| Goodman, Frank | | 281-554-5358 |
| Gutierrez, Brenda | | 409-908-9707 |
| Hagen, Jeff | | 281-414-6932 |
| Ignazio, Joe | | 832-704-6972 |
| Jard, Candy | | 281-546-4366 |
| Kerr, Bob | | 409-744-0236 |
| Kloesel, Tanya | | 409-908-9988 |
| Lane, Chris | | new pct chair ? |
| Lardas, Mark | | 832-875-3475 |
| Lawson, Judy | | 832-387-2410 |
| Lewis, Karen | | 409-925-7016 |
| Listiak, Billie (Dean) | | 713-885-4361 |
| Lowe, Janis | | 281-380-1122 |
| Marchi, Joyce | | 409-771-7705 |
| McClain, Joanne | | 713-301-1725 |
| Morrison, Cathy | | 409-925-0162 |
| Moss, Bettie | | ? |
| Nenninger, Kathie | | 281-334-4418 |
| Perry, Tom | | 409-939-4481 |
| Pfifer, Ruth | | 281-482-8871 |
| Phillips, David | | 409-771-3005 |
| Putman, Alison | | 281-734-3223 |
| Randolph, Tommye | | 713-299-3128 |
| Roberts, JD | | 713-516-5262 |
| Rogers, Kathy | | 281-744-0929 |
| Sargent, Anna Leigh | | 409-744-2497 |
| Sargent, Jean | | 409-744-2497 |
| Shaner, Gene | | 281-910-1823 |
| Silverberg, Raquel | | ? |
| Smith, Paula | | 281-881-5266 |
| Stevens, Karen | | 409-771-3056 |
| Vickery, Dena | | 409-682-1571 |
| Voll, John | | pct chair ? |
| Vollmer, Barbara | | ? |
| Walker, Aurora | | 281-667-7594 |
| Wilson, Bonnie | | 281-467-8182 |

| | | |
|-----------|--|--------------|
| Zeek, Don | | 713-264-1682 |
|-----------|--|--------------|

AGENDA ITEM #24.a.

CERTIFICATION OF TEXAS CITY HURRICANE-FLOOD PROTECTION LEVEE SYSTEM

in accordance with

44 CFR 65.10

Galveston County, Texas



Volume 1 of 2

Prepared by:

HUITE-ZOLLARS

TBPE Firm No. F-761
1500 South Dairy Ashford,
Suite 200
Houston, TX 77077
(281) 496-0066

In association with:
Arcadis US, Inc.
Halff Associates, Inc.
Paradigm Consultants, Inc.

August 2013

Job # R021287.01

**CERTIFICATION OF
TEXAS CITY HURRICANE-FLOOD PROTECTION LEVEE SYSTEM**

in accordance with

44 CFR 65.10

Galveston County, Texas

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| CHAPTER 5 – SETTLEMENT | 5-1 |
| CHAPTER 6 – INTERIOR DRAINAGE | 6-1 |
| CHAPTER 7 – OPERATION AND MAINTENANCE PLANS AND CRITERIA | 7-1 |

ATTACHMENTS

Title

Attachment A – “As-Built” Drawings

- A-1 – Levees
- A-2 – Floodwalls & Closure Structures
- A-3 – Pump Stations
- A-4 – Moses Lake Tide Gate

Attachment B – USACE Design Memoranda (DM)

- B-1 – DM No. 1 (Revised) - Hydrology
- B-2 – DM No. 2 – Levees North of Texas City
- B-3 – Revised Supplement 3 to DM No. 2 – Levees North of Texas City
- B-4 – DM No. 3 – General Design Memorandum
- B-5 – DM No. 5 – Across Moses Lake and in Galveston Bay
- B-6 – DM No. 7 – Levee on South Side
- B-7 – DM No. 7, Supplement No. 1 – Levee on South Side
- B-8 – DM No. 8 (Revised) – South Texas City Pumping Station
- B-9 – DM No. 9, Volume I – Tide Control and Navigation Structure
- B-10 – DM No. 9, Volume II – Tide Control and Navigation Structure
- B-11 – DM No. 10 – Flood Wall and Closure Structures
- B-12 – DM No. 12 – Levee and Wall - Texas City Docks to Highway Loop 197

TABLE OF CONTENTS (Cont'd)**Title****Attachment B (Continued)**

- B-13 – DM No. 13 – Levees, Southwest Leg
- B-14 – DM No. 15 – Hydrology and Interior Drainage (La Marque Drainage Area)
- B-15 – Supplement No. 1 to DM No. 15 – Hydrology and Interior Drainage
(La Marque Drainage Area)
- B-16 – DM No. 16 – La Marque Pumping Station

Attachment C – Freeboard**Attachment D – Interior Drainage****Attachment E – Operation and Maintenance Manuals**

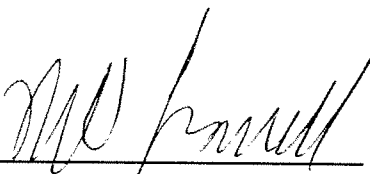
Attachments A through E are located on the DVD at the back of Volume 2.

Entire Back-up will
be sent as a
separate link

AGENDA ITEM #26.a.1.

Galveston County, Texas
Consideration of Budget Amendments for
Tuesday, September 3, 2013
As Submitted by the Budget Officer

| Fiscal Year | Amendment # | Description |
|--------------------|----------------------|--|
| 2013 | 13-078-0903-A | Information Technology – Request to fund additional professional services contract in order to implement an agenda workflow in the Onbase System. |

Approved by: 
Mel Trammell, Director of
Finance and Administration

Date: 8/24/2013

AGENDA ITEM #27.a.1.



THE COUNTY OF GALVESTON

RUFUS CROWDER, CPPO CPPB
PURCHASING AGENT

COUNTY COURTHOUSE
722 Moody (21st Street)
Fifth (5th) Floor
GALVESTON, TEXAS 77550
(409) 770-5371

GWEN MCLAREN, CPPB
ASST. PURCHASING AGENT

August 27, 2013

Honorable County Judge
And Commissioners' Court
County Courthouse
Galveston, Texas

Re: RFP #B131034, Desktop Computers and Laptops

Gentlemen,

On August 6, 2013, proposals were opened for RFP #B131034, Desktop Computers and Laptops, at which time six (6) proposals were received from the following companies:

- | | |
|---|------------------------|
| • Dell Marketing, LP | Round Rock, Texas |
| • Netsync Network Solutions | Houston, Texas |
| • Solutions4SURE.com, Inc. dba Tech Depot | Trumbull, Connecticut |
| • PC Specialists, dba TIG | San Diego, California |
| • CDW Government LLC | Vernon Hills, Illinois |
| • GovConnection, Inc. | Rockville, Maryland |

The Evaluation Committee recommends that authorization be granted to award a contract for the products and services to Dell Marketing, LP.

Your consideration in this matter will be greatly appreciated.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Rufus G. Crowder", followed by a long horizontal line.

Rufus G. Crowder, CPPO CPPB
Purchasing Agent
County of Galveston

Attachments



Mark Henry

County Judge
County of Galveston

Galveston County Courthouse
722 Moody Avenue, Galveston, Texas 77550

Ryan Ellis
Deputy Chief of Staff
Technology and Process

Tyler Drummond
Deputy chief of Staff
Policy and Communications

Roxann Lewis
Executive Assistant

August 20, 2013

Rufus G. Crowder, CPPO, CPPB
Galveston County Purchasing Agent
722 Moody Avenue
Galveston, TX 77550

RE: RFP B131034 – Desktop Computers and Laptops

Due to the urgent nature of refreshing our desktop and laptop computers in order to meet upcoming deadlines for state mandated eFiling for Courts and other pending requirements, I recommend proceeding with the bid from Dell for 780 desktops and 180 laptops. Furthermore, I am pleased to announce that this decision was unanimously reached by all Desktop Computers and Laptops Bid Evaluation Committee members. Please note that some members were nonvoting participants serving as subject matter experts.

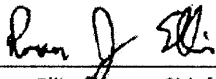
| COMPANY | Qualification | Approach | Pricing | Equipment | Total |
|---------------|---------------|----------|---------|-----------|-------|
| Dell | 22 | 24 | 24 | 25 | 23.75 |
| Netsync | 22 | 22 | 22 | 22 | 22 |
| Tech Depot | 20 | 20 | 19 | 22 | 20.25 |
| TIG | 20 | 17 | 17 | 22 | 19 |
| CDW | 21 | 15 | 18 | 20 | 18.5 |
| GovConnection | 18 | 15 | 0 | 22 | 13.75 |

From my best estimation on evaluating the pricing models provided, the chart below reflects that Dell is \$8,622.00 cheaper than Netsync and \$94,050.00 cheaper than TIG. While other pricing was included, the pricing was either too vague to include, or for specifications that differed from those required. Dell further solidified their savings to the County by providing a quote specifically below their DIR pricing.


| Item | Quantity | Dell | Netsync | TIG |
|----------------|----------|---------------|---------------|---------------|
| Desktops | 780 | \$ 560,765.40 | \$ 618,774.00 | \$ 644,952.00 |
| Laptops | 180 | \$ 194,664.60 | \$ 168,678.00 | \$ 190,228.00 |
| Total Hardware | 960 | \$ 755,430.00 | \$ 787,452.00 | \$ 835,180.00 |
| Installation | 780 | \$ 42,900.00 | \$ 19,500.00 | \$ 57,200.00 |
| Grand Total | | \$ 798,330.00 | \$ 806,952.00 | \$ 892,380.00 |

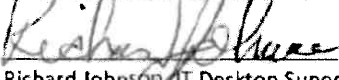
While we are always conscientious of ensuring cost savings, minimal deviations from the pricing above would not sway my recommendation as the Dell bid demonstrated the highest level of proficiency in implementing the desktops, and the Dell systems are a best fit for our current infrastructure, both fundamental factors in a prudent evaluation of technology projects. Therefore, I join the rest of the evaluation committee and recommend selecting the Dell bid.


Very Respectfully,



Ryan Ellis, Deputy Chief of Staff
Office of the County Judge

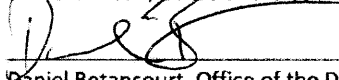

JJ Allen, IT Administrative Coordinator


Darrell Holmes, IT Communications


Richard Johnson, IT Desktop Supervisor


James Gentile, Dir. of Housing & Economics


Dick Dickinson, Office of the County Clerk


Daniel Betancourt, Office of the District Clerk



Mark Henry

County Judge
County of Galveston

Galveston County Courthouse
722 Moody Avenue, Galveston, Texas 77550

Ryan Ellis
Deputy Chief of Staff
Technology and Process

Tyler Drummond
Deputy chief of Staff
Policy and Communications

Roxann Lewis
Executive Assistant

August 20, 2013

Rufus G. Crowder, CPPO, CPPB
Galveston County Purchasing Agent
722 Moody Avenue
Galveston, TX 77550

RE: RFP B131034 – Desktop Computers and Laptops – BAFO UPDATE

Following the selection of Dell as the vendor for B131034, the evaluation committee negotiated with the vendor for a Best and Final Offer, with JJ Allen representing the committee.

This negotiation led to the additional savings of \$13,829.60. An updated table is reflected below.

| Item | Quantity | Dell - BAFO | Dell (Original Bid) | Netsync | TIG |
|-----------------------|----------|----------------------|----------------------|----------------------|----------------------|
| Desktops | 780 | \$ 550,305.40 | \$ 560,765.40 | \$ 618,774.00 | \$ 644,952.00 |
| Laptops | 180 | \$ 194,664.60 | \$ 194,664.60 | \$ 168,678.00 | \$ 190,228.00 |
| Total Hardware | 960 | \$ 744,970.00 | \$ 755,430.00 | \$ 787,452.00 | \$ 835,180.00 |
| Installation | 780 | \$ 39,530.40 | \$ 42,900.00 | \$ 19,500.00 | \$ 57,200.00 |
| Grand Total | | \$ 784,500.40 | \$ 798,330.00 | \$ 806,952.00 | \$ 892,380.00 |

Very Respectfully,

A handwritten signature in black ink, appearing to read "Ryan J. Ellis", written over a horizontal line.

Ryan Ellis, Deputy Chief of Staff
Office of the County Judge



Desktop Computers and Laptops

RFP #B131034

Best and Final Offer



Cover Letter

August 21, 2013

Rufus Crowder, Purchasing Agent, CPPO, CPPB
Galveston County Purchasing Department
722 Moody, 5th Floor
Galveston Texas 77550

Dear Mr. Crowder

Please accept this as Dell's Best and Final Offer in response to Dell's original submission dated August 4, 2013, for RFP #B131034.

This document provides our revised pricing for our proposed hardware solution, as well as revised services pricing.

We look forward to working with you to make this relationship a success. Should you have any questions, please feel free to contact your dedicated Account Executive Joy Daly on (512) 535-8345 or online at Joy_Daly@Dell.com.

Dell's receipt of an Award or Purchase Order for Desktop Computers and Laptops from Galveston County and subsequent performance in relation to this response shall be governed by and understood to indicate Galveston County's acceptance of the State of Texas (DIR), CC# DIR SDD-1951. Any terms in Desktop Computers and Laptops or on a resulting Purchase Order from Galveston County to Dell shall not be applicable.

Sincerely,



Stan Parish
Senior Proposals Manager, Team Lead



Proposed Solution / Pricing

Hardware only:

| Product Description | Quantity | Unit Price | Extended Price |
|--|----------|------------|----------------|
| OptiPlex 3010 with Next Business Day Warranty | 780 | \$711.93 | \$555,305.40 |
| Latitude E6530 with Next Business Day Warranty | 180 | \$1,081.47 | \$194,664.60 |
| Alternate Notebook Solutions | | | |
| Latitude E5530, 8GB memory, no Smart Card | 180 | \$959.90 | \$172,782.00 |
| Latitude E5530, 4GB memory, no Smart Card | 180 | \$936.02 | \$168,483.60 |

Optional Installation & On-site Imaging

Option 1: \$28.38 per unit

- Warehouse and Redelivery
- Attended Imaging via CD/DVD or attached local media such as USB key or optical drive

Option 2: \$50.68 per unit

- Warehouse and Redelivery
- Attended Imaging via CD/DVD or attached local media such as USB key or optical drive
- Basic Installation Service Client System CPU and Monitor
- De-Installation of Legacy System (CPU and Monitor)





Desktop Computers and Laptops



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Vendor Application Form and Cover Letter

August 05, 2013

Rufus Crowder, Purchasing Agent, CPPO, CPPB
Galveston County Purchasing Department
722 Moody, 5th Floor
Galveston Texas 77550

Dear Mr. Crowder

Thank you for this opportunity to submit a proposal for Galveston County Purchasing Department's forthcoming technology project. We have studied the information provided to us about your business requirements and carefully analyzed your technology needs. The solution recommended for The County has been designed to meet your needs in the most cost effective way without compromising on quality, service or ongoing support.

Dell is helping our customers to bring down the Total Cost of Ownership by simplifying IT. We are committed to providing solutions that will allow The County to reclaim time and cost and increase the productivity of your IT. In addition, we have built environmental consideration into every stage of the Dell product lifecycle including power consumption, helping our customers demonstrate environmentally responsible procurement.

Pricing held for 180 days:

Dell confirms that our pricing will be held for 180 days from date of bid opening, as long as proposed products are commercially available.

Office closest to Galveston:

One Dell Way
Round Rock, TX 78682

Dell looks forward to working with you on this project. Should you have any questions regarding this response, please contact me at (512) 728-1713 or online at Stan_Parish@Dell.com.

Dell's receipt of an Award or Purchase Order for Desktop Computers and Laptops from Galveston County and subsequent performance in relation to this response shall be governed by and understood to indicate Galveston County's acceptance of the State of



Texas (DIR), CC# DIR SDD-1951. Any terms in Desktop Computers and Laptops or on a resulting Purchase Order from Galveston County to Dell shall not be applicable.

Sincerely,



Stan Parish
Senior Proposals Manager, Team Lead

Appendix C – Vendor Application Letter

Certificate of Insurance

Upon award, Dell will provide the required Certificate(s) of Insurance. Our insurance coverage may be reviewed at:

<https://online.marsh.com/marshconnectpublic/marsh2/public/moi?client=362542334>

Conflict of Interest Disclosure Reporting

Dell has provided the required CIQ form in the “forms” section of this response. Should the County require such, we will file an original with the Galveston County Clerk.

Dell’s receipt of an Award or Purchase Order for Desktop Computers and Laptops from Galveston County and subsequent performance in relation to this response shall be governed by and understood to indicate Galveston County’s acceptance of the State of Texas (DIR), CC# DIR SDD-1951. Any terms in Desktop Computers and Laptops or on a resulting Purchase Order from Galveston County to Dell shall not be applicable.



Methodology Section

Pre-Deployment Activities

Dell and Customer will complete the activities listed below before managed deployment Services begin. These activities will validate the assumptions, requirements, procedures, and responsibilities set forth in this SOW. In the event any assumption, requirement, procedure, or responsibility is found to be incorrect, the pricing and/or scope of Services will be modified using the Change Management Process to reflect the actual operating environment.

Site Survey and End-User Profiles

Customer will complete a site survey for each Customer Site. The site survey is used to collect information needed for the deployment. Customer will complete end-user profile surveys, if applicable.

Pilot Test

Dell will conduct a pilot test to validate the assumptions and test the deployment procedures prior to the first scheduled deployment. The pilot will consist of a typical set of Services for a limited number of systems and validate the following requirements: information flow, procedures for each deployment activity, system environment, timings, and assumptions.

Dell and Customer will mutually agree on written installation instructions prior to the date the pilot is scheduled to be performed. The installation instructions and configuration of automated migration tools, such as Dell Data Direct or Dell Automated Deployment, must be finalized before Dell will commit resources to perform the pilot. Upon completion of the pilot, Dell and Customer will review the results and identify any necessary modifications to the Services and/or prices.

Schedules

Dell and Customer will mutually agree in writing to a deployment schedule by Customer Site and Schedule Group (collectively, the "Deployment Schedule"). The Deployment Schedule will be distributed by Customer to end-users identified in each Schedule Group prior to the scheduled installation of their Client Systems. Customer will promptly notify Dell of any conflicts in order to lock the schedule prior to the scheduled installation date. Any modifications or cancellations occurring prior to the scheduled installation date may be subject to additional fees.



On-Site - Installation Services

Basic Installation Service Client System (CPU and Monitor)

- Unpacking new Client System from shipping boxes and inspecting components for any damage
- Verifying service tag for each new Client System against packing slip
- Notifying Customer help desk of any discrepancy or damage regarding the shipment of Customer equipment
- Move new equipment from central location to the end user desk side
- Organize Client System components and peripherals (e.g., keyboards, power supplies, mice, and software) for deployment
- Plugging Customer-provided, certified network patch cables into new Client System
- Plugging all power cords into electrical sources
- Plugging network patch cables into existing certified network jacks
- Booting the new Client System and verifying network connection for Customer's network connected devices
- Logging on to the new Client System using Customer-provided user ID and password
- Configure IP Address
- Mapping up to two (2) network printers to each new Client System
- Reconnect and setup up to two (2) existing external peripherals to Client System. When required, Customer will load the drivers supplied by Customer and will print a test page or conduct an agreed upon simple test for functionality
- Connect Customer-provided peripheral cable to the new Client System (excludes configuration)
- Complete validation & function test as agreed to by both parties
- Contacting the Customer help desk if a problem is encountered with any component provided by Customer for the new Client System
- On site disposal of deployment related trash to in the immediate installation premises and properly clean the installation area

De-installation of Legacy System (CPU and Monitor)

- Disconnect the hardware components, network cable, and power cord for the Legacy System.
- Placing Legacy System components in boxes using packaging materials from the new Client System or other materials supplied by Customer
- Moving the Legacy System to an on-site storage area designated by Customer in the deployment building
- Moving all boxes, packaging materials and debris to a disposal area within the building where the deployment services are provided
- Properly cleaning the installation area so it is returned to its original condition
- Coordinating the pickup of Legacy Systems by Customer's Asset Recovery Services if applicable

On-Site Services - Imaging

Attended Imaging via CD/DVD or attached local media such as USB key, Optical Drive

- Image client system via Customer-provided media in conjunction with additional on-site services



- Conduct basic functionality test to ensure image load success.
- Customer will supply enough media copies of image to ensure constant workflow.
- If the application software does not load to completion (or does not function properly in the Customer's environment), the Customer will contact the proper help resources for that application to complete the installation.
- PFI is not responsible for any issues arising from the functionality of the Customer's software in the Customer's environment.

Warehouse and Redeliver New Equipment

- Provide warehouse local facility for receiving and storing systems in same State as Customer
- Pricing will be based on a 30 day billing cycle on a per system basis.
- Confirm delivery locations, contacts, and schedule with customer Project Coordinator
- Sign out of equipment to be delivered
- Deliver equipment to correct location - deliver inside to storage location, or desk side as applicable
- Secure acceptance documentation
- Accept/cover risk of loss for systems while in Service PFI's possession
- Equipment will be delivered to central area at each building for installation
- Install services will be performed in conjunction with delivery services

Assumptions:

- Additional charges apply per unit for any portion of 30 days and for each 30 days.
- Logistics reporting will be on a piece count basis.
- Boxes will be clearly labeled with appropriate customer delivery address.
- Order consolidation is not part of this service.

Customer Responsibilities

Customer will be responsible for the activities listed below:

- Provide access to Customer Site(s), including any necessary keys or badges. Advise Dell prior to locking schedule of any unique site entry requirements.
- Provide Dell with the physical location of each end-user desk where the services are to be performed as well as location of printers to be mapped per system, if applicable
- Prepare Customer Sites and end-user locations to receive Services (e.g., installing cables, network jacks, and power outlets and ensuring connectivity)
- Procure all hardware components and software licenses in advance of deployment activities to meet the Deployment Schedule
- Receive hardware at Customer's receiving dock
- Provide safe and adequate parking facilities
- Provide a safe working environment, reasonable office accommodations, and adequate work space within reasonable proximity to where Services are to be performed
- Provide carts for transporting hardware within deployment site
- Ensure Customer's Site coordinator is on-site and available at the deployment site.



- Provide Dell with access to and use of information, data, Customer facilities, equipment, and internal resources as reasonably necessary to deliver the Services
- Ensure all systems and related equipment are easily accessible by Dell without the need to move furniture, and provide keys to any cable locks as needed to remove or secure systems during de-installation and/or installation and disable any BIOS passwords currently configured on Legacy Systems prior to a service call for installation
- Ensure all end-users backup data prior to Dell arriving onsite to perform Services
- Provide all logon IDs, passwords, domain specifications, and personal settings necessary to perform the Services for each end-user prior to scheduled deployment
- In the event Dell encounters problems loading Customer-provided software, Customer will contact the proper help resources for that application to complete the installation
- Provide Dell with local administration rights necessary to perform the Services and ensure the domain login is enabled
- Provide Dell with a complete list of all approved peripherals to be installed on the new Client System, and supply all applicable drivers at the Customer Site
- Provide adequate storage area for de-installed Legacy Systems and a common area for debris at each Customer Site (to be located within the building where the deployment occurs)
- Perform quality assurance after login is complete, including access to Active Directory profile to allow end users to access specific software applications and load personalities
- Provide post-installation support and troubleshooting assistance as needed to address software application performance, software application and operating system conflicts, software application version issues or co-existence issues



Staffing

Upon award and prior to the commencement of the installation, the contractor must submit the names and associated paperwork for appropriate background checks of personnel to be handling installation and any configuration services both on site and off.

Dell acknowledges this requirement and in conjunction with our partner Premier LogiTech we will provide the names and any required to the County for all personnel to be associated with this project.



Qualifications

The information requested in this section should describe the qualifications of the firm or entity, key staff and sub-contractors performing projects within the past five (5) years that are similar in size and scope to demonstrate competence to perform these services. Information should include:

- Names of key staff that participated on similar projects, and their specific responsibilities with respect to this scope of work.

Dell's philosophy is that the relationship begins prior to the sale, when the Account Team works with The County to implement a custom strategy that will allow easy expansion and incorporation of relevant new technologies. Dell seeks to develop and utilize direct customer relationships to understand The County's needs and to deliver high quality computer products and services tailored to meet those needs. Your Account Team is available to provide The County with personalized advice and support based on your specific needs, technology planning, lifecycle cost management and project planning.

Account Roster

Account Executive

Field-based pre-sales consultant to help manage the relationship between Dell and The County. Account Executive is The County's main point of contact nationally to handle any questions or problems that may arise. Available for product and services consulting, future product roadmaps, strategic project planning, application road-mapping, resource management, and all other onsite sales activities. Works closely with your Dell Sales Representative.

| | | |
|----------|-------|--|
| Joy Daly | Phone | (512) 535-8345 |
| | Email | Joy_Daly@Dell.com |

Inside Sales Representative

Local office-based telephone resource, available during normal business hours. Responsible for daily account management including configurations, product recommendations, pricing, ordering, Premier Pages, and publication/literature requests.

| | | |
|----------------|-------|--|
| Loren Albanese | Phone | (512) 513-8843 |
| | Email | Loren_Albanese@Dell.com |

Regional Sales Manager

Field-based resource available to assist with account satisfaction issues, executive support, and enterprise wide business strategy.

| | | |
|-----------------|-------|----------------|
| Jeanne Newberry | Phone | (512) 415-6292 |
|-----------------|-------|----------------|



Email Jeanne_Newberry@Dell.com

Inside Sales Manager

Local office-based -based inside sales manager. Responsible for regional sales representatives who service the healthcare market in the U.S. who is available for escalating any open issues such as pricing, delivery and customer satisfaction.

Joey Mendoza

Phone (512) 725-0027

Email Joey_Mendoza@Dell.com

Additionally, upon award our partner Premier LogiTech will provide the names and qualifications of their team.

- A summary of your firm's or entity's demonstrated capability, including length of time that your firm has provided the services being requested in this Request for Proposals.

Dell Inc. is a leading global information technology company that offers our customers a broad range of products and services. We built our reputation through listening to customers and developing solutions that meet their needs.

For more than 28 years, Dell has empowered countries, communities, customers and people everywhere to use technology to realize their dreams. We have more than 43,000 services team members in approximately 90 countries, 60 technical support centers and seven global command centers, dedicated to helping customers use technology to reach their business goals. Our customers trust us to deliver such technology solutions that will help them do and achieve more, whether they are at home, work, school or anywhere in their world.

Additionally, as part of Dell's proposed solution, we will include the following:

➤ Warranty:

<http://www.dell.com/content/topics/global.aspx/policy/en/policy?c=us&l=en&s=gen&-section=010>

➤ Dell Online Self Dispatch

The Dell Online Self Dispatch program is designed specifically for IT technicians, internal helpdesks or service desks, or third-party maintainers/VARs that perform initial troubleshooting for their end-users and have technical expertise in their environment. This program enables Dell-certified technicians to bypass basic troubleshooting and dispatch parts and/or labor via the Internet.

With fast access to service and parts, Dell Online Self Dispatch helps to provide technicians with the knowledge, tools and support necessary to efficiently maintain hardware.

➤ Premier.Dell.com



As part of this response, Dell is offering to set up a confidential Premier.Dell.com page for the County.

Premier.Dell.com is a secure, customized procurement site created at no charge for select Dell customers. Premier is designed to minimize the amount of time and money you spend procuring and supporting IT equipment, and to maximize the amount and quality of the procurement information available to you.

Premier provides efficient, one-stop shopping for all of your IT product needs. We'll build your Premier site with systems configured to your specifications, and customize your selection of software and peripherals to meet your standards. Your Premier site also provides easy access to procurement information including open order status, invoice status, and detailed historical reports, all available to only the users you specify. Approximately 113,000 Dell business and institutional customers worldwide use Dell's on-line order management capabilities.

And the benefits of Premier don't end there. Premier Support is a virtual helpdesk with powerful tools to help meet your organizations' system support needs. Designed for support technicians, helpdesk specialists, system engineers and IT managers, Premier Support provides fast access to the knowledge and solutions you need to help you efficiently support your Dell systems and maximize uptime.

Take a moment to review the Features of Premier.Dell.com. An online overview and explanation of Premier.Dell.com can be found at www.dell.com/tourpremier.



Disclosure

Please disclose any and all past or current business and personal relationships with any current Galveston County elected official, County employee or family member of any current Galveston County elected official, appointed official, or County employee. ***Any past or current business relationship may not necessarily disqualify the firm from consideration.***

To the best of my knowledge and belief, no employee of Dell or our trusted partner Premier LogiTech, has had any business or personal relationships with any current Galveston County elected official, County employee or family member of any current Galveston County elected official, appointed official, or County employee



Sample Agreement

Dell's receipt of an Award or Purchase Order for Desktop Computers and Laptops from Galveston County and subsequent performance in relation to this response shall be governed by and understood to indicate Galveston County's acceptance of the State of Texas (DIR), CC# DIR SDD-1951. Any terms in Desktop Computers and Laptops or on a resulting Purchase Order from Galveston County to Dell shall not be applicable.



Proposed Solution / Pricing

Hardware only:

| Product Description | Quantity | Unit Price | Extended Price |
|---|----------|------------|----------------|
| OptiPlex 3010 with Next Business Day Warranty | 780 | \$718.93 | \$560,765.40 |
| Latitude E6530 with Next Business Day Warranty | 180 | \$1,081.47 | \$194,664.60 |
| Alternate Notebook Solutions¹ | | | |
| Latitude E5530, 8GB memory, no Smart Card | 180 | \$959.90 | \$172,782.00 |
| Latitude E5530, 4GB memory, no Smart Card | 180 | \$936.02 | \$168,483.60 |

Optional Installation & On-site Imaging

Option 1: \$30.41 per unit

- Warehouse and Redelivery
- Attended Imaging via CD/DVD or attached local media such as USB key or optical drive

Option 2: \$55.58 per unit

- Warehouse and Redelivery
- Attended Imaging via CD/DVD or attached local media such as USB key or optical drive
- Basic Installation Service Client System CPU and Monitor
- De-Installation of Legacy System (CPU and Monitor)

¹ Dell has included product specifications for this proposed alternate solution in the pages that follow.



Alternate Product Specifications



Dell Latitude E5530

With an expansive screen and right-sized performance, the Dell® Latitude® E5530 offers a budget-friendly blend of mobility and office productivity.

Expansive display

An expansive screen provides the space you need to keep your productivity flowing. The 15.6" (39.6 cm) display is a standard 16:9 wide aspect ratio, with a resolution of 1366 x 768 pixels. The screen is made of anti-glare, non-reflective material, and is available in a variety of colors. The screen is also available in a variety of sizes, including 14.1" (35.8 cm), 15.5" (39.3 cm), and 17.3" (43.9 cm).

The screen is also available in a variety of sizes, including 14.1" (35.8 cm), 15.5" (39.3 cm), and 17.3" (43.9 cm). The screen is also available in a variety of colors, including black, silver, and white. The screen is also available in a variety of finishes, including matte and glossy.

Right-sized performance

The Dell Latitude E5530 is powered by the Intel® Core™ i3-3217U processor, which is a dual-core processor with a base clock speed of 2.5 GHz. The processor is also available in a variety of configurations, including 4 GB and 8 GB of memory. The processor is also available in a variety of configurations, including 4 GB and 8 GB of memory.

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Right-sized connectivity

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Right-sized design

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Discover leading-edge laptops at Dell.com/Latitude

